



SEMINOLE COUNTY

**Department of Fiscal Services
Purchasing Division**

**COUNTY MANAGER'S INTERNAL POLICY AND PROCEDURE
GUIDE TO PURCHASING**

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COUNTY MANAGER'S INTERNAL POLICY AND PROCEDURE

GUIDE TO PURCHASING (Rev: 12/04/03)

Article I – General Provisions

1-1. Policies

These County Manager's Internal Policies and Procedures are designed to explain and facilitate understanding of the Purchasing and Administrative Code; the functions, policies and procedures of the Purchasing and Contracts Division and to serve as a tool in personnel training. Departments/Divisions must keep a current copy of the Purchasing Manual, which includes these policies and procedures and any official updates and applicable memos issued by the Purchasing and Contracts Division. The Purchasing and Contracts Division's website will contain a current copy of these policies and procedures.

Procedures contained herein are applicable to all County personnel involved in the requisitioning, procuring of goods and services, receiving, transferring and replacement of supplies, materials, services, and equipment. At times, the Purchasing and Contracts Division may try new innovative procedures not described below. These can be tested on a trail basis until the procedures are finalized and incorporated in the County Manager's policies and procedures.

1-2. Purchasing and Contracts' Mission and Vision Statement

Mission: To provide contracting services by teaming with internal customers to deliver innovative, effective, and timely contracting solutions.

Vision: Knowledgeable and professional personnel working together in trust and with open, honest communications to maintain the integrity of Purchasing and Contracts to provide good, effective customer services in procuring products and services at the best value.

1-3. Responsibilities and Functions

The primary function of the Purchasing and Contracts Division is to purchase the supplies, materials, equipment and services required by the County staff in a time frame that meets their needs and to insure that maximum value is obtained for each dollar spent. Specific responsibilities, duties and functions include:

1. Developing purchasing objectives, policies, programs and procedures for the purchasing of, and contracting for all materials, supplies, equipment and services. Responsible for administering the Purchasing and Administrative Code, as approved by the Board of County Commissioners;

acting as Seminole County's representative on all matters pertaining to purchasing, contracts and fixed assets.

2. Preparing solicitations by assembling specifications, quantities and technical requirements in cooperation with using Department/Division, which are subsequently included in Invitations for Bid, Requests for Proposals/Qualifications, and/or Requests for Quotations. Conducting value analysis, negotiation strategies and tracking past performance of contractors.
3. Consolidating requisitions and purchases of like or common items to obtain the maximum economical benefits and cost savings and explore the possibilities of buying "in bulk" to take full advantage of quantity discounts. Such consolidations may include requirements of a single Department or be multi-Departmental.
4. Working with other Department/Divisions to establish standardization of materials, supplies and equipment where practicable within a competitive environment.
5. Promoting good will between Seminole County and its suppliers. Encouraging full and open competition whenever possible. Assuring fair and equitable business dealings with all vendors. Ensure that the website contains current procurement information. Actively developing new sources of supply.
6. Helping to ensure that the County buys only from suppliers that are in good standing, who are financially stable, have high ethical standards and have a record of good past performance.
7. In meetings with sales people, anyone who is not a member of the Purchasing and Contracts Division may not commit them on preference for or purchase any product or service, unless utilizing direct pay or a Purchasing card, or give any information regarding performance or price which might in any way compromise the County.
8. Preparing and submitting the annual operations budget for the Purchasing and Contracts Division.
9. Keeping informed of current and new developments in the field of purchasing, including but not limited to prices, market conditions, new products, and other benefits conducted in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations and private businesses and organizations.
10. Prescribing and maintaining a standard purchasing and contracts procedure for the County.
11. Maintain an in house Vendor Bidders List by commodity. Said listing shall contain general information regarding the vendor, a list of which commodities each vendor can supply, and minority status.

12. Identifying vendors who default and perform poorly on previous contracts with the County.
13. Responsible for managing the County's Fixed Assets, which include inventory control. Arrange for the disposal, bid, auction or negotiation for the sale of surplus materials and equipment in accordance with the Auditor General, Chapter 10.40 and Florida Statutes.
14. Oversee and track all payable contracts to ensure that work orders and change orders are within the Board approved dollar amount and within the scope of services.
15. Insure that all purchases are made in compliance with applicable statutes, rules, regulations and policies.
16. Expedite the delivery of purchases to the using Department/Division when requested.
17. Handle complaints regarding purchases and to negotiate the return of merchandise and/or other settlement.
18. Oversee the annual inventory of the County's Fixed Assets.
19. Explore the markets for new sources, products and materials.
20. Train User Department/Division personnel in regards to purchasing and contracts procedures as needed.
21. Responsible for the Program administration of the Purchasing Card System. Establish the policies and procedures for the program. Conduct the required training.

1-4. Standardization and Specifications

The Purchasing and Contracts Division encourages Departments to establish standards whenever possible. The Purchasing Code established the Purchasing Committee comprised of representative administrators (Sec. 330.2) to assist in this process.

1. Guidelines:

- a) Specifications need to be a clear and complete description of requirements or products necessary to meet the purchase requirements (Sec. 330.33). A vendor must meet or exceed specification requirements if his/her goods or services are to be considered for purchase. Specifications may be in the form of written descriptions, drawings, commercial designations, industry standards or other descriptive references. These specifications are an integral part of the solicitation.
- b) Specifications should NOT require materials of a better quality than are actually needed. Yet, they should prescribe the methods of inspection

and testing which will govern the acceptance or rejection of any ordered materials or equipment.

- c) Well defined specifications are required if the objectives of economy and efficiency are to be achieved. They help to insure that maximum value is obtained for the public funds expended.

- 1) All qualified suppliers, large or small, are able to compete on equal basis.
- 2) Disputes about whether a delivered product is what was ordered are minimized.
- 3) It is much easier to make cost-saving cooperative purchases with other units of government if commonly accepted specifications are used.

2. Preparation of specifications:

- a) The Fleet Services Division is responsible for the preparation of specifications for rolling stock and other machinery.
- b) Architects, engineers and consultants prepare specifications for construction projects.
- c) Individual Departments may consult with reputable vendors for technical assistance. This method should be viewed with some reservation because competition can be precluded or quality diminished. Proposals of competing firms must be compared. BEWARE of restricting your specification that only that one vendor can supply the item.
- d) Performance specifications for service related procurement that describe the "outcome" that is desired is encouraged and recommended.

3. The following items should be remembered in writing specifications:

- a) Use specification writing assistance whenever possible. (The Purchasing and Contracts Division can provide assistance as to where such information is available, if such data is not already in the purchasing records.)
- b) Keep specifications clear, concise, and accurate.
- c) Update specifications regularly to reflect changes in technology.
- d) Avoid the use of unfair specifications, which preclude or reduce competition.

1-5. Sales Tax Recovery:

Nothing herein shall prohibit the County from deleting items within the Invitation for Bids and purchasing said items directly from a supplier, without further bidding, in an effort to benefit from the County's tax-exempt status. When the County undertakes the construction of new or renovated facilities, the Sales Tax Recovery Resolution No.96-R-177 will apply when deemed to be in the best interest to the County and as specified in the Purchasing Code, Section 330.29. These purchases shall be exempt from the County's Purchasing Code, preserving the sales tax exemption to the benefit of Seminole County. Procedures to be followed are as follows:

1. The Contractor will include the cost of construction materials and equipment in its Bid Price for this section. The Bid Price will also include all Florida State sales taxes normally applicable to such materials and equipment directly from the supplier. In the event the County elects to make direct purchases, as referred to in this Section as "Direct-Purchase Items", the responsibilities of both, the County and the Contractor relative to Direct-Purchase Items shall be governed by the terms and conditions of this Section. This Section shall take precedence over any conflicting conditions and terms of other Contract Documents. All clerical, administrative, management, supervisory, inspection handling, storage, and other costs necessary for the Contractor to comply with this Section are included in the Bid Price.
2. The Contractor shall select the supplier or suppliers from whom it wishes to purchase materials or equipment.
3. The Contractor shall require major subcontractors to comply with these procedures.
4. The Contractor shall furnish County with a Purchasing requisition Form identifying each item of material or equipment to be purchased by the Contractor for the project. This form shall, in form and substance, be acceptable to the Project Manager and Engineer of Record. The Purchasing Requisition Form shall include:
 - a) The name, address, telephone number and contact person for the supplier.
 - b) Manufacturer or brand, model or specification number of the item.
 - c) Quantity needed as estimated by the Contractor or its Subcontractors and Suppliers.
 - d) The price quoted by the Supplier for the material or equipment in question.
 - e) Any sales tax associated with such quote.
 - f) Shipping, handling and insurance costs.

- g) Delivery date as established by the Contractor or its Subcontractors and Suppliers.
 - h) Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the County.
 - i) Statement with the submittal control number that materials have been reviewed and approved by Architect or Engineer during the shop drawing submittal process.
5. Promptly upon receipt of a Purchasing Requisition Request Form, the County shall award a Purchase order for the material or equipment, which the County chooses to purchase. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the Direct-Purchase Items on the delivery dates provided by the Contractor on the Purchasing Requisition Request Form. A copy of each Purchase Order will be sent to the Subcontractor to verify that items ordered are in accordance with the Purchasing Requisition Request Form, the terms and delivery dates required.
6. The Contractor shall prepare and the County shall execute deductive Change Orders to reflect purchases made by the Owner. The amount of the deduction shall be based on the Requisition amount plus sales tax avoided. These Change Orders must be executed before the related Purchase Order will be paid.
7. Nothing in this Section shall alter or modify the procedures for submission of shop drawings and other submittals by the Contractor.
8. The Contractor shall be fully responsible for all matters relating to the receipt, protection and risk of loss of Direct-Purchase Items the same as if such items were purchased by the Contractor. At a minimum, the Contractor shall verify correct quantities, verify documentation, coordinate and expedite delivery, obtain and verify warranties required by the Contract Documents, inspect and accept each item at the time of delivery, unload, handle and store the item. Direct purchase of materials by the County in no way relieves the Contractor of any responsibilities regarding the compliance with specification requirements, coordination, protection, scheduling or warranty.
9. As Direct-Purchase Items are delivered to the job-site, Contractor shall visually inspect all shipments, and approve the supplier's shipping documents and invoice. The Contractor shall assure that each delivery of Direct-Purchase Items is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. The Contractor will forward approve invoices to the County's Representative

for payment. The County will process these completed invoices as they are received with their associated paperwork.

10. The Contractor shall inspect to determine that Direct-Purchase Items conform to the Purchase Requisition request Form, and determine prior to incorporation into the Project if such materials are defective. If the Contractor discovers defective or non-conforming items it shall not utilize such items in the Project and shall promptly notify the County of the defect or non-conformity and assist the County in obtaining repair or replacement of the item. The Contractor shall be fully responsible and liable to the County if it fails to perform such inspection or otherwise permits defective or non-conforming material or equipment to be incorporated into the Project. The Contractor shall not be relieved of its obligation to ensure that materials requested for purchase have been reviewed by the Architect and are released for purchase complying with the shop drawing and submittal procedures.
11. The Contractor warrants Direct-Purchase Items the same as all other materials and equipment furnished by the Contractor and nothing in this Section shall alter or modify the Contractor obligations under the Contract relative to warranties.
12. The County shall purchase and maintain Builder's Risk insurance sufficient to protect against any loss of or damage to Direct-Purchase Items. Such insurance shall cover the full value of any County-Furnished Materials not yet incorporated into the Project starting from the moment of material delivery to the project site. The Contractor shall be solely responsible for any deductible or any loss not covered by Builder's Risk Insurance.
13. The Contractor shall be liable for any interruption or delay in connection with Direct-Purchase Items.
14. The Contractor shall on a monthly basis provide the County or County's Representative with documentation establishing the amount and nature of the material and equipment delivered by suppliers and accepted by the Contractor during that reporting period. The Contractor shall match all material and equipment to purchase orders, invoices, delivery tickets, and inspection and acceptance reports. The Contractor shall also obtain lien waivers and other releases from suppliers. Upon receipt of appropriate documentation from the Contractor, the Architect or Engineer shall request payment from the County. Payments will be made directly by the County to the appropriate supplier in accordance to the terms and conditions of the Contract Documents.

15. The Contractor shall maintain records of all County Direct Purchase Items incorporated into the Work. These records shall be available for inspection by the County upon request.

1-6. General procedures for the purchase of goods and services

1. The following procedures shall govern the Purchasing of goods and services for the County in accordance with the existing Purchasing Code:
 - a) All requests for goods and/or services and all purchases including all payable contracts will be made through and by the Purchasing and Contracts Division except as otherwise exempted by the Purchasing Code and/or the Purchasing Manual. In some instances, authority to request prices and/or purchase goods or services may be delegated to others, such as, emergency purchases under \$10,000 and purchases of goods and services not to exceed \$750.00 per item. Those individuals that have been delegated authority at \$15,000.00 will be required to sign a Statement of Responsibility Agreement.
 - b) Like purchases shall be combined for bidding and to take advantage of quantity discount pricing. Monitoring and auditing the utilization of Blanket Purchase Orders and Purchasing Card system will be conducted.
 - c) No contract, purchase, or group of requisitions shall be divided to avoid the procurement process. Splitting procurements, which entails making purchases via various procurement methods to avoid certain thresholds of the procurement code from the same Division for the same vendor for goods or services of similar nature over a period of one year is not allowed. Total annual anticipated usage for supplies and services that exceed \$10,000.00 per year should be competitively bid in accordance to Section 330.28 and a term contract should be issued, when applicable.
 - d) It is prohibited for a County officer or employee to order the purchase of any materials, supplies, equipment, and contractual services, or approve any contract other than through the Purchasing and Contracts Division without prior authorization or as specifically delegated herein. Any purchase order or contract made contrary to the provisions hereof shall be processed as an unauthorized purchase and processed using the procedures stated in Section 220.16 of the Purchasing Code.
 - e) Only in cases of emergency or specified exemptions, shall an exception to the above policy be made with the understanding that the person who is authorized to obtain the emergency purchase will personally assume the responsibility of immediately following up the verbal order given by him/her or his/her authorized representative, with

proper justification in written form and the proper requisition. In cases of emergency, the requestor shall, when possible, contact the Purchasing and Contracts Division prior to placement of the order with the vendor. All emergencies must meet the criteria stated in Section 220.41 of the Purchasing Code.

1-7. Minimum Time Required

The following is an estimated time frame required to secure competitive prices by the Purchasing and Contracts Division and to issue purchase orders or contracts after requisitions and complete packages are received:

One to Two working days for items under \$5,000, one to three verbal quotes should be obtained either by the Department/Division or by the Purchasing and Contracts Division.

Two to Five working days for items between \$5,000-\$10,000, three verbal quotes should be obtained either by the Department/Division and/or by the Purchasing and Contracts Division.

One to Two weeks for items between \$10,000-\$25,000; three written quotes must be obtained by the Purchasing and Contracts Division except for professional services (i.e., Engineers, Architects, Landscape Architects, and Surveyors) as governed by CCNA (FS 287.055) requirements.

Five to seven weeks for items over \$25,000.00; a formal RFP, PS, or bid is needed and no Board action is required.

Eight to twelve weeks for items over \$25,000.00; a formal RFP, PS or bid is needed and Board action is required.

One to two weeks for work orders that do not require Board approval.

Three to Four weeks for work orders that require Board approval.

Emergency purchases will be processed within the hour after proper documentation and authorization are obtained.

Note: Additional time will be needed if proper authorization has not been obtained, if requisition is incomplete, if specifications are inadequate or a pre-submittal meeting is needed. Less time will be needed if Department/Division obtains the quotes, when allowed. Verbal or written quotes must be noted on the requisition. State the vendor's name and the price(s) quoted. If competitive quotes are not submitted, then justification of a time or quality constraint must be documented with the requisition, otherwise Purchasing and Contracts Division will obtain quotes.

1-8. Purchase of Recycled Products

This procedure is designed to encourage and promote the use of recycled products and materials to include, but not be limited to recreation equipment, furniture, building and construction materials, office supplies, and paper & paper products, which meet or exceed federally mandated minimums.

1. Specifications:

- a) User Department/Division shall develop product specifications to incorporate a requirement for the use of post-consumer recycled materials, reusable products, and products designed to be recycled to the maximum extent practicable, subject to an alternative showing that the performance of the product will be jeopardized or that the product will negatively affect either health, safety or operational efficiency. The Purchasing and Contracts Division should utilize such specifications in issuing Requests for Quote, Invitation for Bids and Requests for Proposal.
- b) The Purchasing and Contracts Manager shall have authority to review product and services specifications to determine whether they require or exclude the use of post-consumer recycled products, reusable products, or products designed to be recycled.
- c) In the event the Purchasing and Contracts Division receives a requisition and the analyst determines that a recycled product is available, the analyst shall contact the User Department/Division and inform them of the availability of the recycled product. The User Department/Division shall determine whether to change the specifications to allow for the purchase of said recycled product.
- d) Remanufactured equipment shall not be considered recycled products.
- e) Any person or vendor who can demonstrate that a particular product or material with post-consumer recycled content may be beneficially used instead of another product may request the County to evaluate such product or material. If such product or material is found to be beneficial, the County may incorporate the specifications of such product or material into its approved specifications for future Invitation for Bids or requests for proposal.

2. Paper and Copiers:

- a) Post-consumer recycled paper, which meets or exceeds federally mandated standards shall be purchased and used in all copy machines that will accept it, when it is monetarily beneficial and/or does not affect the function or use of the copier or its product. Post-consumer recycled paper products shall be purchased for all other uses whenever available and monetarily beneficial, for example; calendars, legal pads, file folders, etc. The Purchasing and Contracts Division shall purchase copiers that are capable of utilizing recycled paper, if they meet the needs of the County with regard to function.

3. Labeling:

- a) When recycled products are purchased, the County shall request the vendor to undertake reasonable efforts to label these products to indicate recycled materials content. The County shall, when monetarily beneficial, use for its stationary and envelopes recycled paper that includes post-consumer recycled content and indicate on the paper and the envelope that they contain recycled material.

The Purchasing and Contracts Manager may, when approved by the Department/Division head, authorize up to a 10% price preference when purchasing a product that includes recycled content.

1-9. Standard Forms

The following standard forms may be found on the Purchasing and Contracts Division's intranet web site. As forms are updated, new versions will be posted. Therefore, always check the web site to ensure that the current form is used.

1. REQUEST FOR PURCHASE ORDER CHANGE: Used to make changes to an existing PO.
2. PURCHASING SYSTEM USER REGISTRATION FORM: Used to obtain Pentamotion access for entering or approving POs.
3. EMERGENCY PURCHASE DATA SHEET: Used to document a request for an emergency purchase.
4. SOLE SOURCE/PROPRIETARY SOURCE FORM: Used to document a request for sole or proprietary purchase.
5. REPORT OF UNSATISFACTORY MATERIALS AND/OR SERVICE: Used to document and notify a vendor of unsatisfactory performance.
6. PURCHASE CARD DISPUTED CHARGE FORM: Used to report a disputed purchase card charge to the issuing bank.
7. PURCHASE CARD FORM: Used to request a new, change an old or to close a purchase card.
8. TRAVEL CARD FORM: Used to request a new, change an old or to close a travel card.
9. REQUEST TO TRANSFER/DECLARE SURPLUS FORM: Used to dispose of surplus tangible personal property.

10. W-9 Form – Request for Taxpayer Identification Number and Certification. When processing a Requisition with a vendor that is not in the County Finance and Purchasing and Contracts Division system.

Article II – Small Purchase and Purchase Order Formalization

2-1. Requisition

The Requisition is initiated by the User Department/Division to inform the Purchasing and Contracts Division of the requirement and to define the goods or services requested. The requisition signifies authority to charge a specific account number(s) and verifies that there are sufficient funds available in the account(s) specified. A requisition is required to start the procurement process for all purchase orders, release orders, blanket orders, work orders, term contracts, construction contracts, professional services contracts and miscellaneous contracts. The requisition consists of the required data fields and all attachments needed for the type of requisition.

All requisitions for capital equipment must include in the item description the budget line item number from the approved budget. If the requisition is for a capital item that was not included as a line item in the approved budget, you must provide the approved BCR or DFS Number on the requisition. Please fax Purchasing a copy of the approved BCR or DFS to support your requisition.

Requisitions are initiated in the County's Automated Purchasing System. Only authorized persons are allowed to initiate requisitions. A Purchasing System User Registration Form is used to register users. The form must be signed by the Department Director and submitted to the Purchasing and Contracts Division. Should personnel responsibilities change, a revised form must be submitted.

Requisitions should be prepared far enough in advance to avoid creating an emergency and to allow competitive pricing. PO prices must be found fair and reasonable. This is normally done through competition; but where competition is unavailable, previous buys, catalog prices, cost analysis or other means should be used.

All capital items in the approved budget should be requisitioned early in the Fiscal year, with a specified delivery date required and any special instructions.

2-2. Information Required on the Requisition

1. Exact Delivery address: If the requester has any special delivery instructions (hours, days, inside delivery, assembled second floor, no elevator, etc.) or the delivery address is other than the ordering address, this must be specifically shown in the item description.
2. Account number(s) to be charged.
3. Requisitioner's name and phone number.

4. Recommended vendor (if available). If vendor is not in the system, a W-9 Form must be submitted with the Requisition.
5. Commodity Code (if available)
6. Quantity ordered: Be sure to indicate quantity ordered in appropriate area. Do not include this information in the item description.
7. Estimated Unit Price: When the using Department/Division is aware that a purchase will exceed the required bid limit, do not obtain price quotes for the purchase.
8. Unit of measure: dozen, each, feet, etc. Be consistent with County standards.
9. Required delivery date: Specify a specific date, terms such as ASAP or RUSH are unacceptable.
10. Clear and Concise Item description: Provide suggested manufacturer and model number whenever possible. Indicate color when appropriate.
11. Each requisition must list only items furnished by one supplier.
12. Provide technical specifications or other information via fax, or local area network with originals via inter-office mail. Should this information be lengthy, provide information on a computer disk to avoid re-typing of the information.
13. Provide information regarding quotes received from vendors. Obtain verbal quotes from three vendors when possible. Provide the vendor's name(s) and price(s). Forward original written quotes to the Purchasing and Contracts Division. If the Division obtains the quotes, that does not restrict the Purchasing and Contracts Division from obtaining additional quotes.
14. Be sure that the purchase is for a "public purpose".
15. Should the User Department/Division wish to have the full account number indicated on the Purchase Order, it shall be input by the requisitioner as the last line of text under the item description.
16. Use "Procurement Analysts Notes" to provide additional information.

The Automated Purchasing System assigns a requisition number. Please note the number, and refer to it when calling the Procurement Analyst for additional information or follow-up.

2-3. Additional Approvals

1. The following purchases must receive additional approvals prior to issuance of bids or prior to the processing of requisitions::

- a) Fleet Services must approve vehicles, motorized equipment, roadway equipment, and other related purchases. Allow sufficient time for the approval process.
- b) Information Services must approve all computer equipment (except CAD [Computer Aided Dispatch] for Telecommunications, peripherals, and software. Allow sufficient time for the approval process..
- c) Cellular Telephones must be approved by the Telecommunications Division and expressly approved by the County Manager, pursuant to Policy. Provide additional information regarding budgeting of airtime, whom the phone will be issued to, and justification. Allow sufficient time for the approval process.
- d) The Telecommunications Division must approve radios, CAD, and communication equipment. Allow sufficient time for the approval process.
- e) For consistency, Administrative Services should review printed material involving the County logo.
- f) The County Attorney's office must review, prepare and/or approve maintenance agreements, licensing agreements, Term Contracts or any other contractual documents. Allow sufficient time for the approval process. This action will be originated by the Purchasing and Contracts Division professionals.

2-4. Purchasing Responsibilities

Based on the requisition, Purchasing and Contracts Division will issue a purchase order (PO). A PO creates a legally binding contract, which authorizes the vendor to ship and invoice for the goods and/or services as specified.

The Procurement Analyst will ensure that appropriate quotes, bids, or proposals are received and that the project is awarded by the appropriate level of authority. Upon award, a purchase order or contract will be issued in accordance with the Procurement Code.

The User should have the vendor name and the purchase order number readily available when contacting the Purchasing and Contracts Division regarding a completed purchase order.

The Procurement Analyst will contact the requisitioner, if the requisition is incomplete; if any changes are made to the requisitions; if there are insufficient funds for the purchase or if the requisition cannot be processed.

2-5. Purchase Orders

Purchase Orders shall be written so that they are clear, concise, and complete. Each item should be listed separately, unless a Blanket Purchase Order or a release order are issued.

Computer generated purchase orders are issued upon receipt of a properly authorized requisition, and after receipt of competitive quotes or bids, determination of fund availability, and award by the appropriate level of authority. The automated procurement system numbers Purchase orders consecutively.

Only the Purchasing and Contracts Division shall issue purchase orders, except for the Library and Leisure Services Department's purchases under the Library & Leisure Services Materials Purchasing Manual. The User Department/Division will not enter into negotiations with any supplier for the purchase of goods or services, unless negotiations are per the Purchasing Code. The Purchasing and Contracts Division shall transmit all purchase orders to the supplier.

The following information should be included on the purchase order to establish the conditions of purchase, provide instructions to the vendor and coordinate with other Departments:

- a) The automated purchasing system converts the requisition to a PO; therefore, the PO will carry over information entered on the requisition. Note that incorrect information entered on the requisition may result in an incorrect PO.
- b) Purchase Order forms: All Purchase Orders are printed on standard purchase order forms and indicate the order type.
- c) Purchase order number (assigned by the automated purchasing system)
- d) Date of order
- e) Procurement Analyst's initials
- f) Project number, when appropriate (i.e. RFP, IFB, RFQ)
- g) Vendor number
- h) Cost center
- i) Project number, based upon an Account Number
- j) Ship to address
- k) Vendor name and address
- l) Terms of payment
- m) Number of days for delivery upon receipt of order.
- n) Warranty information
- o) Unit price, extended prices, and total price.
- p) Requesting Department/Division

- q) Special delivery instructions: May indicate the type of transportation desired, such as: railcar, truck, UPS, Federal Express, parcel post, pick-up, etc. (preference or rejection of specific carriers may be expressed).
- r) FOB Point: Every effort will be made to obtain "Pre-paid FOB Destination" terms. Only if such an arrangement cannot be obtained, should other FOB points be considered.
- s) Specific terms and conditions, when applicable.
- t) Signature of the Purchasing and Contracts Manager or designee.
- u) Indication of items for which a credit should/could result in the future; for example, returnable shipping containers such as drums, reels, pallets, etc.

Purchase Orders are routed as follows:

White original Purchase Order is mailed to the vendor (with the appropriate attachments) by the Purchasing and Contracts Division, within one working day of issuance and release by the Finance Department.

Yellow copy is retained in the Purchasing and Contracts Division for numeric filing by vendor name.

Green copy is retained in the Purchasing and Contracts Division for asset control use.

Blue copy is forwarded to the User Department/Division who originated the requisition for information and filing.

Pink copy (Receiving Report) is transmitted to the User Department/Division who originated the requisition. When delivery is made to Fleet Services, Telecommunications, or Information Services, the receiving report is forwarded to that Division. Upon acceptable receipt of materials or services, this copy is signed and dated by the receiver, and forwarded to the Finance Department for payment and filing.

2-6. Vendor Acknowledgment Forms

Some vendors send their own forms acknowledging a purchase order. Send these forms back to the supplier without signature. Our signature on their form indicates we have accepted the supplier's terms and conditions, thereby making a new contract that supersedes the conditions of our purchase order. Contact the Purchasing and Contracts Manager directly should the vendor refuse to ship without such a written agreement. If the vendor refuses to deliver products or services without a signed acknowledgement form, the Purchasing and Contracts Manager or designee will address the issue with the County Attorney's Office and the vendor.

2-7. Receipt of Goods and Materials

The receiving Department/Division is responsible for inspecting and accepting or rejecting the goods and/or services. A receiving report (pink copy of the PO) must be completed and forwarded to Finance immediately upon inspection and acceptance.

1. The receiving Department is responsible for inspecting incoming shipments for conformance with the purchase order. The Department shall sign, date and forward the appropriate "Receiving" copy of the purchase order to the Finance Department. This responsibility may be delegated to Division staff.
2. Incoming shipments of goods and materials should be immediately checked for damage, shortages, overages, and unauthorized substitutions. Delays in checking shipments and forwarding the "Receiving" copy of the purchase order may result in loss of cash discounts, late payment of invoices and payment of interest.
3. Interstate Commerce Commission regulations only require tailgate delivery unless an extra charge is paid for off-loading and setting in place or pricing includes "inside delivery". Most items purchased through the bid process include the extra charge. Contact the Procurement Analyst in the event of a dispute or an inaccurate charge.
4. All deliveries should be FOB destination, freight prepaid; therefore Freight Collect deliveries should not occur. If a carrier has a COLLECT delivery, contact the Purchasing and Contracts Division immediately.
5. Upon receipt of a shipment or delivery, the following steps shall be taken:
 - a) First check for external damage to the packaging. If damage is visible, note this on the delivery receipt and have the driver clearly note the damage on your copy. Take pictures of the damage if a camera is available. If it appears the contents are damaged, insist on opening the carton and making a joint inspection of the contents. Note any damaged contents on the delivery receipt and on your copy. Be sure to retain your copy. Do not allow the carrier to retain the damaged item.
 - b) Next, verify the number of cartons delivered. Note any shortage on the carrier's delivery receipt, have the driver note, and sign the shortage on your copy.
 - I. NOTE: All shortages and damages MUST be noted on the delivery receipt or shipping ticket prior to signing for receipt of shipment. Failure to report damages and shortages may result in null or void claims.
 - II. Should the driver refuse to open the carton or to wait for inspection, write a statement on all copies of the delivery ticket such as: "Except for concealed damage" or "Subject to Inspection", and sign the document

- c) As soon as practical, open all cartons and examine the contents carefully. Note any damage on all documents and follow the procedures below for "Concealed Freight Damages".
 - d) Check the contents of each carton against the packing list and the "Receiving" copy of the purchase order. Do not issue items for use prior to checking the entire shipment.
 - e) If a shortage or damage is discovered, or an incorrect item is received, contact the appropriate Procurement Analyst immediately. Do not sign the "Receiving" copy of the purchase order until the problem is solved.
 - f) If a partial order is received and the packing list or invoice does not indicate balance of order status, notify the appropriate Procurement Analyst. Each partial shipment requires a receiving report. Make copies of the blank report for use as the remaining shipments arrive.
 - g) When the order is complete, fill out the "Receiving" copy of the purchase order and forward to the Finance Department. The receiving report notifies the Finance Department that the ordered items have been received, inspected and are satisfactory.
6. Concealed Freight damage: The following procedures will substantiate claims for hidden damage discovered after the driver has left. All personnel who receive deliveries should adhere to these procedures.
- a) Call the carrier immediately to report the hidden damage and request inspection. Failure to report concealed damage within 10 days of delivery may result in the carrier denying your claim.
 - b) Confirm the call in writing. This establishes notification within the 10-day period. Forward a copy of your letter to the Procurement Analyst.
 - c) Retain the damaged merchandise. The carrier must give permission to use or dispose of damaged items. Also, hold the containers and all inner packing materials until the carrier's inspection.
 - d) Your delivery receipt and freight bill are needed as supporting documents when filing a claim.
 - e) Carefully read the carriers inspection report before signing it. Do not sign unless you agree with all the facts and conclusions. If the item cannot be repaired, the inspector must request replacement on the inspection report.
 - f) Forward copies of the inspection report, freight bill and delivery receipt to your Procurement Analyst. Based on the FOB point, the Procurement Analyst will file the claim with the vendor or the carrier. The Analyst will also determine the disposition of the damaged goods.
 - g) Hold the damaged goods until receiving disposition instructions from the Procurement Analyst. The vendor or carrier will pay shipping costs to return the item(s).

- h) In all cases, keep the Procurement Analyst informed.
- 7. Special Receiving Requirements:
 - a) Receipt of Computer/ Information Services Equipment: The Information Services Division will determine the delivery location of the equipment during the approval process of the requisition.
 - b) Receipt of Telecommunications Equipment: Deliveries will be directly to the Telecommunications Division, who shall take receipt.
 - c) Receipt of Rolling Stock/Vehicles Equipment: Deliveries will be directly to Fleet Services Division, who shall take receipt.

2-8. Invoices

County Finance pays invoices by comparing the PO, Receiving Report and Invoice to ensure accuracy. When a PO does not have prices (Blanket), the Department must verify prices to be fair and reasonable prior to submitting the invoice to Finance. If the PO refers to a piggyback or a term contract, the prices on the invoice must be verified against the contract prior to submitting the invoice to Finance for payment. The following procedures will assist in prompt payment of Seminole County invoices and comply with the "Florida Prompt Payment Act" (Florida Statutes 218.70-218.80).

1. The vendor shall mail original invoices directly to County Finance, with a copy to the User Department. Invoices shall be date stamped when received by the County. If original invoices are received by a Department, they must be immediately forwarded to County Finance
2. The contractor shall invoice in accordance with the contract or Purchase Order. The User Department/Division shall immediately review their copy of the invoice, assure conformance with the terms and conditions, approve the invoice accordingly, and forward to the Finance Department for payment.
3. The User Department/Division shall assure the following documentation is completed prior to payment of the final invoice for a Construction Contract:
 - a) Certificate of Substantial Completion, duly signed by the Project Manager and the contractor.
 - b) Certificate of Completion
 - c) Certificate of Acceptance duly signed by the Board Chairman.
4. After proper completion of the project and all required documents, the Purchasing and Contracts Division shall provide copies of pertinent documents to the Finance Department accompanying a memo advising of final project completion and acceptance.
5. County Finance shall pay proper invoices within the time frames required by the Florida Prompt Payment Act.

6. A proper invoice shall be defined at minimum to contain:
 - a) Date.
 - b) Description and quantity of items purchased or services rendered.
 - c) Purchase price or cost of service.
 - d) Name and address of vendor.
 - e) Purchase order or contract number.
 - f) Direct payment invoices must contain the ordering Department name.
7. In accordance with the Purchasing Code, Section 220.4 (n), County Finance is authorized to pay invoices where no change order is required.

2-9. Blanket Purchase Orders (BPOs)

1. BPOs are used for purchasing indeterminable miscellaneous goods or services over a specific period of time (usually one fiscal year). BPO requisitions will be questioned if they are for items that could be charged against a County Purchase Card or could be purchased via a competitive procurement method. The requiring department may be required to provide written justification for issuing a BPO. Please review your BPO requirements prior to submitting requisitions to determine if the Purchase Card can be used. These purchases must be in compliance with Purchasing Code, Section 330.28
2. A BPO is initiated by a regular purchase requisition, is issued to a specific vendor, and is printed on a regular purchase order form. The requisition must indicate that it is a BPO request. BPO's are numbered as regular purchase orders and contain the same information. The requisition should also state the following:
 - a. The period of time the BPO will remain valid (usually through the end of the fiscal year or through the term of a Term Contract).
 - b. The not-to-exceed (NTE) dollar amount. The NTE amount is immediately encumbered. The NTE is limited to \$10,000.00 unless the BPO cites an existing term contract, is an approved sole source, has been approved for standardization, or as otherwise approved by the Purchasing and Contracts Manager or designee.
 - i. The cost of a single item is limited to \$750.00 unless a higher amount is approved by the Purchasing and Contracts Manager or designee.
 - ii. Since the items to be purchased are unknown at the time of issuance, no line item pricing is included
 - iii. A change order is required to increase goods or services, or to encumber additional funds.

- c. Name of the Department/Division and any specific personnel authorized to utilize the BPO.
3. The using Department may purchase needed items against the blanket order number for the term of the BPO, or until reaching the BPO's NTE dollar amount. Since these Blankets are non-competitive procurements and prices are not listed on the Blankets, the using Departments must verify fair and reasonable prices.
4. The Department/Division is responsible for receipt of orders placed. Partial payments are made as orders are delivered until the NTE amount for that BPO is reached. To liquidate the BPO, indicate on the "Receiving" copy, "Purchases are Complete" and forward directly to the Finance Department.
5. The using Department is responsible for tracking the declining balance of the NTE amount. **If the Department exceeds the NTE amount, the overage will be treated as an unauthorized commitment of funds.**

2-10. Emergency Purchases

1. An emergency occurs only when certain specific conditions exist. The Purchasing Code, Sec. 220.41, defines these conditions. Failure to anticipate normal needs or project deadline dates, or a desire to expend excess or remaining budgeted funds prior to year-end, do not constitute an emergency.
2. Department Directors are to ensure the emergency purchases are done in accordance with the Purchasing Code Sec. 220.41. Departments shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent established purchasing procedures.
3. Purchasing staff is authorized to approve emergency purchases up to expressly delegated monetary amounts. The County Manager, Deputy County Manager, or the Purchasing and Contracts Manager (with the concurrence of the Chairman of the County Commissioners) must approve emergency purchases exceeding \$50,000,
4. The ordering Department shall contact the Purchasing and Contracts Division to explain the nature of the emergency. The ordering Department is responsible for providing adequate documentation (including a written determination of the basis for the emergency) and for the selection of the particular contractor.
5. Upon receipt of the Emergency Purchase Data Sheet form and any other pertinent documentation, a purchase order will be issued based on a

requisition generated in the automated purchasing system. Competition requirements are not waived unless there is a time or quality constraint.

6. If the emergency is outside normal business hours, Department Directors are authorized to secure the necessary materials or services not to exceed \$10,000.
 - a. On the next workday following the date of purchase, a requisition shall be generated in the automated purchasing system and the Emergency Purchase Data Sheet shall be submitted to the Purchasing and Contracts Division.
 - b. If the after hours emergency purchase exceeds \$10,000, the Department Director shall practice due diligence in obtaining quotes.
 - c. The Department will make the emergency purchase at the best possible price.
7. When an emergency purchase is made and there are insufficient funds in the appropriate account(s), the emergency purchase must be followed up, in a timely manner, with a budget transfer by the User Department/Division.
8. An emergency often occurs when parts and labor are needed to repair equipment which must be kept in operating order. In anticipation, BPOs may be set up with vendors who are usually contacted for such repairs or the purchase card can be used.

2-11. Sole Source/Proprietary Source

1. The following criteria must be met in order to satisfy the sole source or proprietary source requirement (Sec. 330.32).
 - a. It is the only item that will produce the desired results (or fulfill the specific need) or
 - b. The item is available from only one source of supply ... or
 - c. The item is available from more than one vendor but due to extreme circumstances, only one vendor is suited to provide the goods or services.
2. Sole source and proprietary source purchases are exempt from competitive requirements. The steps to follow for sole source and proprietary source purchases are as follows:
 - a. The User Department/Division and the Procurement Analyst shall attempt to locate competition. Staff will also check for piggyback contracts. If no other sources are found, the User Department/Division shall submit to the Purchasing and Contracts Division a completed sole

source/proprietary source Purchase Data Sheet, indicating the requisition number.

- b. A sole source or proprietary source Purchase Data Sheet shall be used to justify and document the requirement. The Data Sheet shall state why only one source can produce the desired results (or fulfill the specific need).
- c. The Purchasing and Contracts Manager shall review and approve or disapprove, in writing; sole source/proprietary source designation.
- d. The User Department/Division shall be notified of disapproved requests and the purchase shall be made in accordance with standard procedures.
- e. When the Purchasing and Contracts Manager approves a sole or proprietary source, staff shall conduct negotiations on price, delivery, and terms. The price must be determined fair and reasonable.
- f. The Purchasing and Contracts Division shall keep a log of sole/proprietary source purchases, which includes the vendor name, the amount, item description, justification, and the purchase order number.
- g. For those instances that services are needed involving multiple years (i.e. maintenance of equipment, warranty, etc.) the request must be combined to capture the project as a whole and the proper approval must be obtained.

2-12. Sources Exempt from Competition

Purchases up to \$25,000.00 may be made from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) (FS 949.515) and RESPECT of Florida, Inc. (FS 287 and 413.036) without competitive bidding.

2-13. Term Contracts

1. A term contract is a formal contract executed as a result of either an RFP or an IFB. Term contracts are used to meet a recognized continuing County requirement. They are issued for a base period with annual options that may be exercised at the discretion of the County. The base period may vary from 1 to 3 years and the total contract period may not exceed ten years. Release Orders are issued to place orders against the term contract. Each item on the term contract has a firm price or the contract may allow for a firm discount off established price lists. Term contracts are awarded for the use by the entire County and should be used when purchasing a term contract commodity. The process for a term contract is as follows:

- a) The User Department/Division shall notify the Purchasing and Contracts Division of the requirement for a term contract. The request must include an appropriate Statement of Work (i.e.; estimated quantities, item descriptions, specifications, etc), The Purchasing and Contracts Division may initiate Term Contracts for countywide use as deemed appropriate by the Purchasing and Contracts Manager.
- b) More than one Contractor may be awarded depending on the needs for the goods or services. The solicitation and/or contract documents must indicate how work will be distributed among the approved Contractors. .
- c) Release Orders are requisitions placed against an existing Term Contract. These requisitions will be verified by the Procurement Analysts to ensure compliance with the terms and conditions of the Agreement. It is recommended that prior to submitting a requisition; the department checks the Purchasing Management System to ensure that their requirement can be accommodated by the contract. The Purchasing Management System is a contract tracking system that contains all contracts and is accessible to everyone. All Release Order requisitions issued against a Term Contract **must include** the following language in the requisition:

Release Order for (item(s) in accordance with the terms and conditions of contract (Contract Number) for the period of (ex.: 6/12/2003 – 6/11/2004) . Continuation of this term will be contingent upon renewal or extension of this agreement.

Incomplete requisitions will not be processed, but returned for proper execution.

- d) Items can be added to an existing term contract by amendment when the Purchasing and Contracts Manager or designee determines it is in the County's best interest. Items must be added at a fair and reasonable price and the amendment must be properly executed.
- e) Term contract renewal options:
 - 1. Term contracts may be renewed provided:
 - a. There is a continuing requirement.
 - b. The contractor's performance has been satisfactory.
 - c. Both the contractor and the County agree to the extension.
 - d. The prices remain fair and reasonable.
 - e. Funds are available.

- f. The option to renew is available in the contract.
 - 2. Prior to expiration of the contract, the Department/Division(s) and the contractor will be asked if they wish to renew the contract for an additional term.
 - 3. The Term Contract renewal amount must be in the approved budget in order to exercise a renewal or extension without further Board approval.
 - 4. The Purchasing and Contracts Manager or designee shall have the authority to extend an expiring term contract for up to 45 days when necessary to meet a continuing requirement.
2. The Finance Department will process payment of invoices for properly purchased and received materials or services under term contracts. Term Contracts are not restricted to fiscal year parameters.

Article III – Contract Formalization

3-1. Solicitation information

Upon receipt of a requirement from the User Department/Division, the Purchasing or Contracts Supervisor along with the requiring Department will review the requirement to determine the procurement method. Also, whenever there is an on-going need for goods and/or services which may extend over multiple periods or years, the total cumulative amount to be paid over the duration of the contract term shall be the amount determinative of the requirement for requesting formal procurement methods (Section 330.28).

The following bidding process shall apply to all solicitations including leases, construction, non-professional services, general consulting, etc.:

1. The Purchasing and Contracts Division will review requests received from User Department, which consists, but are not limited to the following:
 - a) Ensure that applicable form(s) is complete and all criteria are fair and reasonable.
 - b) Ensure there is an equitable basis for award.
 - c) Review for acceptability and get consensus of any deviations proposed to the County's standard draft documents.
 - d) Ascertain that the proper approvals for various aspects of the procurement have been received (i.e., Risk Management, vendor licenses, permits, fees, etc.).
 - e) Ensure that technical specifications comply with rules, regulations, codes, procedures, and applicable laws.
 - f) Ensure that technical specifications are applicable for a fair and reasonable competition among suppliers/Consultants.

- g) Ensure that the bid or price schedule reflects the goods or services required in the scope of work (each line item is described in the scope and all work is priced). Ensure that the bid or price schedule is structured to facilitate cost or price analysis.
 - h) Ensure that a biddable package is released. The requirements are clear, understandable and without ambiguities. The contract type is appropriate for the requirement (FFP, NTE, Sample Contract attached). The bid or price schedule's units of issue are consistent with current industry usage. The solicitation distributes contract risk fairly and equitably between the County and the contractor.
 - i) Ensure that any requirements in the technical specifications requiring sole/proprietary source or limitation of competition are accompanied by documentation (required for the Purchasing and Contracts Manager's analysis and approval) justifying the sole/proprietary source. The sole/proprietary source determination must comply with the Purchasing Code, Section 330.32.
 - j) Ensure that the time frame for material substitution considerations is fair and reasonable.
 - k) Ensure that the User Department arranges an asbestos survey, in accordance with the Asbestos National Emission Standards for Hazardous Air Pollutants, EPA 40 CFR Part 61, when demolition services are requested.
 - l) Verify that the User Department submitted the proper documents and authorize the Purchasing and Contracts Division to proceed with the advertisement of the project.
2. The User Department must provide the names of the people who will be on the evaluation/qualification committee. The use of the Evaluation Nomination form on the Intranet should be used.
 3. The User Department must provide the evaluation factors and relative weights. The Purchasing and Contracts Division will assist upon request.
 4. The Purchasing and Contracts Division and the Project Manager will set the procurement schedule for the various milestones (i.e., advertisement, pre-proposal conference, site visits, evaluation/presentation dates, negotiation, BCC award, etc.).
 5. The preparation of specifications is the responsibility of the User Department/Division with review by the Purchasing and Contracts Division. The Purchasing and Contracts Division reserves the right to challenge specifications to allow for open competition. Specifications shall permit competition except on non-competitive materials or services. Specifications should define the level of performance required rather than a specific brand name.

3-2. Advertisements (Public Notices)

Advertisements shall be in accordance with the Purchasing Code Section 330.20. All incumbent contractors/consultants will be provided a courtesy copy of the new solicitation providing that the contractor/consultant be in good standing with the County.

The Purchasing and Contracts Division will notify vendors registered with Seminole County Government using the on-line vendor notification process and will utilize publications and catalogues, suggested sources from the requisitioner, previous suppliers, previous bidders, etc., to obtain maximum competition.

3-3. Distribution of Documents

The Purchasing and Contracts Division shall use electronic distribution of documents to the maximum extent possible. Printing and mailing of documents should be limited to instances where technology or regulatory requirements preclude electronic distribution.

The Purchasing and Contracts Division is responsible for the printing of the bid documents and the sale and distribution to the prospective bidders/proposers. The User Department/Division is responsible for the printing of the drawings (24"X36") for construction projects and for the delivery of the drawings and CAD files to the Purchasing and Contracts Division. The Purchasing and Contracts Office will mail documents only when requested in writing by the Contractors/Consultants and on a pre-paid basis. The company may submit the "Package Request Form" downloadable from the County's Web Site along with a check or money order. Once the payment is received, the check number must be written in the form and the form will be filed and part of the project file. The check will then be submitted to the County's Finance Department.

The form shall indicate the method of delivery FedEx {including account number}; UPS {including account number}; Airborne {including account number}; or Standard delivery/Priority Mail. The cost for shipping will be \$4.00 per package. This cost does not apply to big construction drawings. The Purchasing and Contracts Division will calculate the shipping charge for the big construction drawings in a case-by-case basis.

3-4. Pre-Proposal or Pre-Bid Conference

Pre-Proposal/Pre-Bid Conferences must comply with the State of Florida's Sunshine and Public Records Laws. Reasonable notice of the date, time and place of the meeting must be given. The meeting should be recorded when possible. If not recorded, minutes must be taken by the person chairing the meeting. If the meeting is recorded, no transcriptions will be available. Copy of

the cassette is available at a cost of \$4.00 per tape to interested parties.

A Pre-Proposal/Pre-Bid Conference shall be held whenever deemed appropriate by the Purchasing and Contracts Personnel or Project Manager. In attendance shall be the Procurement/Contracts analyst of record (who chairs the meeting), a representative of the User Department/Division (who shall be prepared to answer technical questions), staff with special expertise (i.e.; Fleet Services when purchasing equipment, Information Services when purchasing computer equipment), and any other County staff members as deemed appropriate by the Purchasing and Contracts Manager or Project Manager.

A sign-in sheet and agenda must be prepared and copies made for the meeting. The agenda for the meeting must include all information necessary to give the Prospective Bidders/Proposers an overall insight of the project. The Project Manager, County's Consultants and all interested parties must be present at the meeting.

3-5. Minority/Woman Owned Businesses:

Seminole County encourages all segments of the business community to participate in its purchasing program. Minority/Woman Owned Business Enterprises (M/WBEs) are encouraged to register on the website to increase procurement opportunities. In accordance with the Purchasing Code, the County will honor certification of vendors made by the State of Florida or by any other public entity with an M/WBE certification program. A copy of their current certification(s) is required from all vendors claiming minority status.

3-6. Bid opening / RFP closing procedures

1. Bid Openings

A bid tabulation form will be posted on the Purchasing and Contracts Division's website within 24 hours from the bid opening. All non-exempt bids received shall be available for public inspection in the Commission Records Office within ten days after the opening/closing or immediately after recommendation of award whichever comes first. Vendors filing protest of award must do so within five business days after the posting of the recommended award and in accordance with Chapter 330, Article VII.

If during the evaluation of the bids, a Bidder is disqualified, the tabulation sheet must indicate the disqualification and the reason for the action.

The tabulation sheet must indicate the name of the Bidder, address, telephone number, fax number and the person that signed the bid.

A sign-in sheet must be prepared and routed at the Bid opening. The name of the Bidder and the dollar amount of the Bid must be read. If the bid consists of multiple line items, only the total bid cost must be read. The Bid Security must be verified and read aloud.

2. RFP Closings

Proposals shall be opened in public at the time and place indicated in the RFP and advertisement. Only the proposer's names will be publicly announced. A tabulation form will be posted on the Purchasing and Contracts Division's website within 24 hours from the opening. The tabulation will include the criteria's weight factors. All non-exempt submittals received shall be available for public inspection in the Commission Records Office in accordance with the Public Records Law, within ten days after the opening or immediately after the recommendation of award, whichever comes first. Upon completion of the evaluation process and receipt of the recommendation from the Evaluation Committee, the recommended Contractor's/Consultants(s) will be posted on the tabulation form contained on the Purchasing and Contracts Division's website. The date of the posting must appear on this tabulation. Vendors filing protest of award must do so within five business days after the posting of the recommended award and in accordance with Chapter 330, Article VII.

If during the evaluation of the proposals, a submittal is disqualified, the tabulation sheet must indicate the disqualification and the reason for the action.

The tabulation sheet must indicate the name of the firm, address, telephone number, fax number and the person that signed the proposal.

3. For Bid Openings and RFP Closings, the attendees will receive the following information:

- The tabulation sheet will be posted in the County's Purchasing Web site twenty-four hours after the opening. If verification takes longer than twenty-four hours, a preliminary tabulation sheet will be posted indicating that the final tabulation will be available as soon as the process is completed.
- The bids or proposals will be available for public review ten days after the opening or immediately after recommendation of award whichever comes first. The recommendation of award will be indicated at the bottom of the tabulation sheet and posted in the County's Purchasing Web site. All information related to the bid or proposal will be available through the web site.

3-7. Bid/Proposal verification

The bids and proposals must be reviewed carefully to ensure compliance with the minimum requirements established in the bid documents. Samples of such compliance may be, but not limited to:

- Pre-qualification with the Florida Department of Transportation (can be verified via the internet);
- Contractor's license;
- Minimum of years of experience or in business;
- Acknowledge of addenda especially if mandatory to the project. The tabulation sheet must include the information if a submittal did not acknowledge or if only partial acknowledge the addenda. If the addenda indicate **SHALL** and the submitter fails to acknowledge the addenda, the submittal will be disqualified and the tabulation sheet must indicate the reason for the disqualification. If the addenda indicate **MAY** and the submittal fails to acknowledge the addenda, the tabulation sheet must indicate the information.
- Math verification in a line item price. Only mathematical error during the price extension will be corrected. The unit price will prevail and the extension will be corrected accordingly. Any other error will disqualified the submittal from further consideration.

3-8. Tie Bids/Proposals

In the event two or more vendors submit the exact dollar amount as their quote/bid offer, or should two or more firms be deemed equal during an RFP selection process, and unless the request for quote, Invitation for Bids or Request for Proposal stipulates criteria for determination of award for tie bids, the following criteria, in order of importance, shall be used to break said tie:

1. Delivery time
2. Prompt payment discounts
3. Location of vendors' place of business (award to vendor whose place of business is within Seminole County)
4. Minority firm

3-9. Request for Proposals (RFPs):

Although competitive sealed bidding (Invitation for Bids) is the preferred method of acquiring commercial off-the-shelf equipment, supplies or services in excess of

the mandatory bid limit, another method should be used for those circumstances when the selection of a firm should not be based on price alone. Many times Purchasing must take into consideration the potential need for presentations, discussions or negotiations and use evaluation factors other than price to determine what is in the best interest of the County (Sec. 330.23).

In Requests for Proposals (RFP's), the greatest emphasis should be on adequately defining the work or service needed and on adequately evaluating the capability of those firms interested in performing the service using established evaluation criteria stated in the RFP. The User Department/Division shall develop the specifications and/or scope of work for the RFP. The County Attorney's office will prepare an appropriate contract (draft agreement) for inclusion in the RFP package.

The Purchasing and Contracts Division in conjunction with User Department/Division shall develop the RFP, which will include the following:

- a) Statement of general purpose and description of the project (goods or services), including delivery schedule.
- b) Introduction, including background information related to the project.
- c) Scope of work: A work statement or performance specifications.
- d) Vendor qualifications requirements, i.e.; years of success in performing services, audited financial statement with required net worth (generally, at least as much as the total projected cost of the contract), required certifications, licenses, or pre-qualifications.
- e) Required Information/Submittals- Information or documents to be submitted as part of their response, i.e.; resumes, required forms (whether included or not included in the RFP), format in which the proposal is to be submitted and any other elements specific to the contract.
- f) Evaluation criteria- The proposals will be evaluated, including a list of the criteria and weighting factors (Qualitative, Quantitative), i.e.; price, qualifications, technical soundness of the proposal, understanding the County's needs, financial resources, and previous contracting experience with the County. Only factors or criteria indicated in the solicitation shall be used in the initial evaluation.
- g) Bonding requirements, if any.
- h) Duration of performance period, if known.
- i) General terms, conditions and specifications.
- j) RFP opening date, time and pre-proposal meeting date, time and location, if applicable. The review and reconciliation process will require the using Department to submit revised documents, if necessary to the Purchasing

and Contracts Division and a memo approving the changes and authorizing staff to proceed with the advertisement of the solicitation.

Notices will be sent to all vendors who are registered with the County under the appropriate commodity code. The User Department/Division should notify the Purchasing and Contracts Division of any prospective vendors to be included in the proposer list or any special publication that could be used to advertisement the project. All incumbent contractors will be mailed a courtesy copy of the follow on procurement providing that the contractor be in good standing with the County.

Proposals shall be opened in public at the time and place indicated in the RFP and advertisement. Copy(ies) of the appropriate submittals will be sent to the evaluation committee with copy of the tabulation form, and the conflict of interest statements. If the award criteria for the RFP is low price technically acceptable and the low bidder is determined to be non-responsive or not responsible, a written determination is required and approved by the Purchasing and Contracts Manager. The RFP process allows for more flexibility than an IFB process. Negotiations and discussions can be conducted with all proposers along with minor clarification of the scope. To finalize these negotiations and clarifications a Best and Final Offer (BAFO) request must be issued to all offerors remaining in the competitive range.

Article IV – Bonds, Bid Security and Insurance

4-1. Bid Security

When the Purchasing and Contracts Manager or designee deems necessary, and as promulgated by the Purchasing Code, bid security shall be required by the Invitation for Bids/Request for Proposals and for construction contracts. If required, all bids shall be accompanied by either a bid bond executed by a surety company meeting the qualifications as specified in the bid documents or money order, certified check, "cashier" check of any national or state bank (United States) payable to the Seminole County Board of County Commissioners and conditioned upon the successful bidder executing the contract and providing the required performance and payment bond and evidence of required insurance within a reasonable amount of time after notification of award of the contract. A PERSONAL CHECK OR A COMPANY CHECK OF A BIDDER SHALL NOT BE DEEMED A VALID BID SECURITY. Security of the successful bidder shall be forfeited to the Board of County Commissioners for the cost and expense incurred should said bidder fail to execute the contract, provide the required bonds and certificate(s) of insurance, failure to comply with any other requirements set forth in the bid documents. Bid securities of the unsuccessful bidders will be returned after award of the contract.

4-2. Bonds

Bonds are assurance that the vendor will perform accordingly, as specified in the bid or contract. Bonds shall conform to the minimum standards as set forth in Florida Statutes Chapter 255, Section 255.05(1)(a).

- a) A performance bond is a contract of guarantee, executed subsequent to award by a successful bidder/proposer, to protect the County from loss due to the bidder's inability to complete the contract as agreed.
- b) Payment bond assures the payment of sub-contractors and materials suppliers.
- c) A maintenance bond assures that the contractor will perform those services required by the contract regarding warranty and guarantee of the project.
- d) Both Payment and Performance Bonds must be in the amount of at least one hundred percent (100%) of the contract price.
- e) Occasionally, and always in the case of construction contracts exceeding \$200,000.00 payment, performance and maintenance bonds should be required.
- f) Bonds may be desirable if the vendor is unknown; no prior experience with County or their financial statement indicates the contractor does not have adequate financial resources.

4-3. Insurance

In construction and other contracts, insurance protecting the County against liability, property damage and contractual risks is essential. While it is acknowledged that such requirements do add to the initial costs of any project, the reduction of risks involved (injury, fire, theft, vandalism, loss of life) far outweighs those costs. Worker's compensation, property damage, liability, and automotive property damage & liability are required. Additional coverage may be required, depending upon the nature of the project.

The County must determine, prior to issuance of the Invitation for Bids or Request for Proposal, which projects or materials (communications equipment, for instance) should have the extra protection of bonds and insurance (and amount and type thereof); regardless of how reputable the awarded vendor may be. The Purchasing and Contracts Division will assist the Risk Management Section and the User Department/Division in determination of when such requirements are needed.

Article V – Proposal Evaluation

5-1. Evaluation of Proposals and Recommendation for Award

Once the proposals have been opened and logged in, they must be evaluated by an Evaluation Committee. The Evaluation Committee is chaired by Purchasing and Contracts, who must be present at each evaluation meeting. The Evaluation Committee is structured to provide the skills necessary for the particular project being evaluated. Typically, there will be a technical evaluation and a price/cost evaluation as a minimum. Additional skills required may include engineering, general business, legal, information technology, or fiscal. The Committee as a whole will meet to arrive at a recommendation for award. When recommendation is received from the Department, the tabulation sheet must be updated with the recommendation of award and updated in the web site. Once all the steps above are completed, the contract will be prepared and the agenda item must be written, if necessary.

5-2. Sunshine requirement

Evaluation Committee and Team meetings must comply with the State of Florida's Sunshine and Public Records Laws. Reasonable notice of the date, time and place of the meeting must be given. The meeting should be recorded, when possible. If not recorded, minutes must be taken by the person chairing the meeting. If the meeting is recorded, no transcriptions will be available. Copy of the cassette is available at a cost of \$4.00 per tape to interested parties. At the meeting, the committee/team members must return all required forms such as the Conflict of Interest Statements and individuals or group evaluation forms and any other pertinent data as necessary for the evaluation of the project.

5-3. Technical Evaluation

Once the project has been tabulated, copies of the proposals must be sent to the Technical Evaluation Team. The package must include a memorandum stating the number of proposal received, the situation of the proposals including any pertinent information, a Conflict of Interest Statement form and instructions on how to submit their recommendation to Purchasing for further processing.

1. The evaluation process is a key function in the selection of a quality contractor/consultant. It is very important that this process be conducted in a professional and consistent manner, therefore team members need to be flexible and available for all meetings during the evaluation/review process, including demonstrations and presentations. These guidelines and procedures will be followed by County employees that are nominated to serve on a Technical Evaluation Team. A review committee will be designated for Construction bids and IFBs to review the proposals for references, responsiveness and responsibility of submittals. A technical evaluation committee evaluates the submittals against the established evaluation criteria stated in the solicitation. All meetings of the team are

considered “open meetings” under the Government-in-the-Sunshine Law and must be open, notice posted and minutes taken.

2. The review committee/evaluation committee will consist of not less than three County employees. It is recommended that the team consist of 3 to 5 County employees, If desired, a consultant can assist in the review process but will not be an actual team member that will be submitting evaluation sheets. Remember that a Conflict of Interest Statement will need to be signed by each employee. The recommended composite of the team is as follows:
 - Project/Program Manager (usually serves as the Team Leader)Division Manager
 - Project Technical Personnel
 - Project Engineer
 - Knowledgeable Staff Employee outside of the Division
3. For all RFPs, PSs and special projects if the procurement has a value of \$500K or more per year, then the Department Director must be a member. If the value exceeds \$1 Million per year, a Deputy County Manager must also be a member.
4. For Invitations for Bids (IFBs) and Construction Contracts (CCs): This is the least formal process since the award of the contract is to the lowest priced, responsive, responsible bidder. The Technical review team is tasked to determine if the lowest price bid is responsive (i.e., complies with the County’s specification). A consultant may assist the team (not a voting member).A review of the proposal is required to determine if it conforms to the requirements stated in the solicitation. If the lowest priced bid is found non-responsive, then the next low bidder will be evaluated and so on until a responsive contractor is found. When the lowest bidder is found non-responsive or not responsible, this determination must be in writing with the appropriate documentation.
5. For contracts awarded under the State of Florida’s Consultants’ Competitive Negotiation Act (CCNA): This formal evaluation process will identify the firms that best meet our requirements in accordance with the evaluation criteria stated in the solicitation. The Evaluation/Qualification process requires a review of all proposals independently against the established evaluation criteria as stated in the solicitation. Purchasing and Contracts Division will supply the evaluation criteria as stated in the solicitation. The evaluation sheets shall include comments of the strengths, weaknesses and deficiencies of each proposal that support the staff recommendation. The Evaluation Team shall evaluate statements of qualifications and performance and shall conduct discussions with and may require presentations by no fewer than three most highly qualified

firms (if more than three firms) selected in order of preference. The evaluation sheets will be included in the backup of the agenda or a combine consensus sheet from the team can be submitted instead of individual sheets.

6. Request for Proposal (RFPs) (Non-CCNA): This process is similar to the above. It includes a price/cost evaluation that the Purchasing and Purchasing Division will provide as part of the overall evaluation. The method of award must be stated in the solicitation and may be of two types; low price technically acceptable or best value. For low price technically acceptable process, the evaluation process will start with the lowest proposal to determine if they are technically qualified. If not, then proceed to the next low until an acceptable proposal is found. A pass/failed or Yes/No evaluation is required to determine if the proposal meets the technical requirements. For Best value process or an award to other than the lowest price, the team must evaluate all proposals and document the advantages of the recommended firm to support the best value recommendation. The documentation must specifically address why the recommended award is worth the added cost over the lowest (or lower) price(s). The evaluation sheets that support the best value justification will be part of the backup documents or a consensus sheet can be submitted instead of individual sheets.

- Method of evaluations: There are two approved methods of evaluations to be used:
 - Weight (points) system, can be a two step process
 - Rating (adjectival) system, can be a two-step process.

7. General Guidelines for Technical Evaluation Teams: The Technical Evaluation Team Leader/Program Manager should use the Evaluation/Qualification Team Notification and Acceptance Form on the intranet to nominate team members prior to the proposal's due date. This form gives each member a brief explanation of the evaluation process along with compliance rules and the acknowledgement of supervisor's approval to participate on the committee.

In addition to obtaining Technical Evaluation Team member commitments, the Technical Evaluation Team Leader is responsible for ensuring the Technical Evaluation Team performs Past Performance or Reference checks, and guiding the team to a consensus recommendation.

The Purchasing and Contracts Division will provide the team with all the necessary forms for the evaluation process. The Purchasing and Contracts Division will monitor the evaluation process and provide guidance at the start of each formal evaluation. If requested, training on the evaluation process can be provided to the team with little or no previous evaluation experience. The Purchasing and Contracts Division

will review forms for completeness and compliance with the policy. Any forms that are not properly filled out or which lack appropriate comments or documentation to support the award recommendation may result in the delay of the award recommendation.

Each team member must be thoroughly familiar with the contents of each proposal and the requirements of the evaluation criteria in the solicitation. Team members should evaluate each proposal on its own merits and in accordance with the requirements stated in the solicitation. As part of the evaluation process, the Evaluation Team will perform any reference or past performance checks. At the Evaluation Team meeting, team members will work towards reaching consensus and the Team as a whole will submit a single recommendation for proceeding. The Technical Evaluation Team Leader, with assistance from Purchasing and Contracts Staff, will guide the team's deliberations.

8. List the Strengths, Weaknesses and Deficiencies using the following guidelines:

- Strengths: Those areas in which the proposal exceeds the County's requirements.
- Weaknesses: Those areas where the proposal lack soundness or effectiveness, which could prevent fully successful performance of the contract.
- Deficiencies: Those areas where the proposal fails to meet the County's requirements.

These strengths, weaknesses and deficiencies can be used in the negotiations, presentations and discussions during the second step of the two-step process.

5-4. Price/Cost Evaluations

The Purchasing and Contracts Division is responsible for performing a cost or price analysis on each solicitation. The analysis will include a determination of fair and reasonable price for the recommended award.

1. Price/Cost Evaluations for RFPs

The price/cost proposal of the RFP should be evaluated by the Purchasing and Contracts Division personnel using the following ratio:

The lowest price proposal receives the maximum points or is rated highly acceptable. Divide the next vendor's price by the lowest to receive a percentage and multiply this percentage by the weights to determine the next score.

EXAMPLE:

VENDOR	PROPOSED PRICE	%	MULTIPLY	WEIGHT (POINTS)	EQUALS	WEIGHTED SCORE ***
A	\$40,000	85% **	X	30; (H/A=4)	=	26 (3.4 = A)
B	\$37,500	90% *	X	30; (H/A=4)	=	27 (3.6 = H/A)
C	\$33,900	100%	X	30; (H/A=4)	=	30 (4.0 = H/A)

* Vendor "B" percentage is $\$33,900 \div \$37,500 = 90\% \times 30$ or $(4) = 27$ or (3.6)

** Vendor "A" percentage is $\$33,900 \div \$40,000 = 85\% \times 30$ or $(4) = 26$ or (3.4)

*** Weighted score should be rounded to the nearest whole number.

Highly Acceptable (H/A) = 4

Acceptable (A) = 3

Marginal (M) = 2

Unacceptable (U) = 0

If the contract is based upon various hourly rates or level of effort, the analyst must make some assumption based upon anticipated usage or historical data. This estimated cost must be analyzed using the above process or if developed in the RFP a way to utilize the rates as benchmark. Cost data will be included in the back up if the RFP

5-5. Interviews and Presentations

Presentations and interviews must comply with the State of Florida's Sunshine and Public Records Laws. The meeting should be recorded, when possible. If not recorded, minutes must be taken by the person chairing the meeting. If presentations are necessary, the details of the presentations must be discussed such as time for each presentations and the overall schedule. Once the information is collected and compiled, the ranking must be established. The Tabulation Form must be updated and posted in the County's Web Site.

Once the short listed firms have been identified, Contracts staff must ensure compliance with the following process:

- Notify the Consultants by mail, fax or e-mail of the County's determination. The firms must be notified within the next two (2) days of the Evaluation Committee meeting. The notification shall include details of the interviews/presentations including but to limited to the following:
 - Date and time of the interview/presentations
 - Location of the meeting

- Time allotted for each firm
 - Additional information if requested by the Evaluation Committee
- Contracts staff will coordinate the schedule of the interviews/presentations with the Evaluation Committee meeting and when applicable will send invitations via Lotus Notes or other agreeable method.
 - The County's Purchasing Web Site shall be updated within the next day and shall indicate the names of the short listed firms and the date and time of the interviews/presentations.
 - The tracking system and the Bulletin Board may be updated within the next day indicating the date of the presentations.
 - Interviews/Presentations forms must be sent to the User Department requesting information for the evaluation of the firms.
 - Prior to the date of the interviews/presentations, staff must ensure that the evaluation forms and the sign-in sheet forms are completed and available for each member of the Evaluation Committee. There must be a sign-in form for each of the firms presenting.

Article VI - Award

6-1. Contract Clauses and their administration

All County contracts for supplies, services, and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Purchasing and Contracts Manager, after consultation with the County Attorney, may issue clauses providing for adjustments in prices, time of performance or other provisions as appropriate for supply, service, or construction contracts.

6-2. Contracts Negotiations

When an order of preference has been approved by the proper level of authority, Contracts personnel will request the fee schedule from the Consultant(s). The fee schedule will be forward to the Project Manager and will make a determination if the fee schedule is acceptable under the Department/Division established guidelines. As a part of the negotiation and in making the determination, staff shall conduct a detailed analysis of the cost of the professional services required giving full consideration to the scope and complexity of such services. Should the intent of negotiations fail with the top ranked firm, negotiations shall be formally

terminated and negotiations shall then be undertaken; and failing accord with the second firm. The negotiated fee schedule will be incorporated as part of the Agreement.

6-3. Distribution

Upon receipt of the recommendation of award, the Purchasing and Contracts Division will process the project for award. After approval of the project, the Purchasing and Contracts Division will:

- a) Solicit the contract from the County Attorney's Office.
- b) Notify the successful Bidder/Proposer and send copy of the contract for his/her execution.
- c) Request copy of Insurance Certificate(s), required Bonds and Licenses from the Contractor.
- d) Route the Certificate of Insurance and Bonds for appropriate approval.
- e) Route the contract for internal signatures and processes (i.e., Commission Records, etc.). The schedule of prices are properly completed (if there are any alternates in the schedule of prices that were not a part of the award sum, those alternates must be crossed out prior to having any of the parties' signature/execution of the contract document).
- f) Before distribution of the contract, the Purchasing and Contracts Division will review the documents for the following:
 - 1. All signatures are in place in the contract along with the Contractor's seal.
 - 2. Obtain approval from Risk Management offices for the Insurance Certificate.
 - 3. Verify Performance and Payment Bond for compliance and proper completion.

6-4. Contract Information System

All pertinent contracts information must be entered into the Contract Information System prior to distribution.

Article VII – Professional Services and Work Orders

7-1. Work Orders

Work orders (W/O) are authorizations to provide services meeting the requirements of a specific scope of services (may also be referred to as scope of work) to the County under Master Agreements. They are utilized only in conjunction with a master contract and per the guidelines defined in this Article. Work orders are to be utilized for professional or personal services, to include but not be limited to; architectural services, engineering services, appraisal services, acquisition services, and other consultant services, where a master contract is currently in effect.

Authorization for performance of professional services by Consultant(s) under a Master Agreement shall be in the form of written Work Orders issued and executed by the County and signed by the Consultant(s). A sample Work Order is included as part of the Master Agreement. Each Work Order shall describe the services required; state the date for commencement and the due date for delivery or completion of work. The Work Order must establish the term of performance and establish the amount and method of payment. The Work Orders will be issued under and shall incorporate the terms of the Master Agreement. The County makes no covenant or promise as to the number of available projects or that; the Consultant(s) will perform any project for the County during the life of the Master Agreement. The County reserves the right to contract with other parties for the services contemplated by the Agreement when it is determined by the County to be in the best interest of the County to do so. Methods of payment for Work Orders:

1. Fixed Fee Basis – If the Scope of Services is clearly defined. The amount for reimbursable expenses must be included in the Fixed Fee Amount.
2. Time Basis Method – If the Scope of Services is not clearly defined and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the Consultant shall perform all work required by the Work Order, but in no event, shall the Consultant be paid more than the not-to-exceed amount specified in the applicable Work Order.
3. Time Basis Method with Limitation of Funds – If the Scope of Services is not clearly defined and contain a limitation of funds amount. The Consultant(s) is not authorized to exceed that amount without the prior written approval of the County. Said approval, if given by the County, shall indicate the new limitation of funds amount. The Consultant(s) shall advise the County whenever the Consultant(s) has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the limitation of funds amount.

The following procedure will be utilized for work orders:

The User Department must submit a completed Work Order Requisition Form accompanied by the scope of services for the project. It is the responsibility of Contracts staff to verify the information received is correct and applicable for the action and ensure that the scope of services is in accordance to the scope of services approved in the Master Agreement.

If the request is for a Work Order with a not-to-exceed amount, the compensation schedule must be compared with the compensation schedule approved during the award process. The compensation schedule must be the same; otherwise, an amendment must be processed prior to the Work Order.

7-2. General Work Order Procedures for Multiple Consultants under CCNA

Professional Services – those services within the scope of practice as defined by the laws of Chapter 287.055, Florida Statutes.

1. When dealing with multiple Consultants under a Master Agreement, the User Department must request a technical memorandum/scope of work and person-hours fee proposal from all of the Consultants qualified under the Agreement(s). The request must include:
 - Statement of work. The statement of work will provide each Consultant with a complete description of the requirement enabling them to prepare a proposal with valid person-hours. The County may ask the Consultant for solutions and to identify unacceptable conditions.
 - Elements - The minimum required elements are the purpose/brief description; description of the work/service to be performed; the location(s) where the work/services to be performed; the basis for determining the award of the work order; a contact person for the County for questions or clarifications including the telephone number and the extension number; and what is the required delivery date or period of performance. Any questions or clarifications given must be forwarded to all Consultants.
 - Submission of proposal and fee proposal - The User Department must indicate when the proposal is due back to the County. Be very specific of when and where the proposals are to be delivered, indicating that if the County does not receive the submittal on time, the County understands the Consultant has chosen not to participate in the process for that particular project. Fee Proposals should include as a minimum a list of who will perform the work and the number of hours

assigned to each individual including the contracted hourly rate for that individual. The hourly rate should match the hourly rate included in the Master Agreement, unless the hourly rate is negotiated to a lower rate.

- Additional information - If additional information is available for their review and consideration, please indicate the location of those documents and the contact person including telephone number and extension number.
 - Meeting/Site Visit - If a meeting and/or a site visit are necessary to discuss the project, please indicate the location, time and date of the meeting. Staff needs to inform the Consultants if the meeting is mandatory.
2. Performance Standards: The criteria for selection must be established prior to the due date and match the basis for award provided in the request for services. The Requestor must be fair and treat all Consultants equal. All responding Consultants must be evaluated utilizing the same criteria and the criteria must be appropriate and reasonable. Performance standard must reflect a clear link between evaluation criteria and scope of work. The criteria may include understanding the requirements, technical approach, innovative techniques or solutions, management approach, and cost. The criteria **must not include** experience of the firm/individuals because these Consultants have been already qualified under the original evaluation of the Master Agreement. The evaluation criteria may differ from Division to Division depending on the type of work that is required and the complexity of the work. The Requestor will determine the basis for the criteria.
3. The Requestor must provide copies of all documentation to the Purchasing Division/Contracts Section including:
- request for scope of work and fee proposal;
 - originals of the Consultants submittals;
 - evaluation criteria documents; if the Committee meets to discuss submittals and determine selection, the meeting must be posted in a public place in accordance with the Sunshine Law.
 - recommendation for award (work order request form).

7-3. General Work Order Procedures for Multiple Consultants under Non-CCNA

Services other than those services defined as professional services by the laws of Chapter 287.055, Florida Statutes. This section includes but is not limited to Non-CCNA Management and Professional support.

1. When dealing with multiple Consultants under a Master Agreement, the User Department may request a technical memorandum/scope of work and fee proposal or may request only fee proposal if a detailed scope of work is defined and provided to all Consultants qualified under the Master Agreements.
 - a. If technical memorandum/scope of work is requested the request must include:
 - Statement of work. The statement of work will provide each Consultant with a complete description of the requirement enabling them to prepare a proposal with valid person-hours/pricing. The County may ask the Consultant for solutions and to identify unacceptable conditions.
 - Elements - The minimum required elements are the purpose/brief description; description of the work/service to be performed; the location(s) where the work/services to be performed; the basis for determining the award of the work order; a contact person for the County for questions or clarifications including the telephone number and the extension number; and what is the required delivery date or period of performance. Any questions or clarifications given must be forwarded to all Consultants.
 - Submission of proposal and fee proposal - The User Department must indicate when the proposal is due back to the County. Be very specific of when and where the proposals are to be delivered, indicating that if the County does not receive the submittal on time, the County understands the Consultant has chosen not to participate in the process for that particular project. Fee Proposal should include as a minimum a list of who will perform the work and the number of hours assigned to each individual including the contracted hourly rate for that individual. The hourly rate should match the hourly rate included in the Master Agreement, unless the hourly rate is negotiated to a lower rate.
 - Additional information - If additional information is available for their review and consideration, please indicate the location of those documents and the contact person including telephone number and extension.
 - Meeting/Site Visit - If a meeting and/or a site visit are necessary to discuss the project, please indicate the location, time and

date of the meeting. Staff needs to inform the Consultants if the meeting is mandatory.

b. If only fee schedule is requested the request must include:

- Scope of Work. The scope of work should delineate in specific terms the services which are to be provided by the Consultant. By precisely describing the tasks, which are to be accomplished by the Consultant, the conditions under which the work is to be performed, and the assistance to be provided, the statement of work has a direct influence on the quality of the Consultant's performance and the nature of the project's results. The scope of work must include a detailed complete description of the services the County is expecting to obtain from the Consultants. The Scope of Work must include purpose/description of the project; description of the work/service to be performed; the location(s) where the work/service is to be performed; a contact person for the County for questions, clarifications including the telephone number and the extension number; and what is the period of performance, and time frame.
- Submission of fee proposal - The User Department must indicate when the fee proposal is due back to the County. Be very specific of when and where the fee proposals are to be delivered, indicating that if the County does not receive the submittal on time, the County will interpret that action as if the Consultant has chosen not to participate in the process for that particular project. Fee Proposal should include as a minimum a list of who will perform the work and the number of hours assigned to each individual including the contracted hourly rate for that individual. The hourly rate should match the hourly rate included in the Master Agreement, unless the hourly rate is negotiated to a lower rate.
- Additional information - If additional information is available for their review and consideration, please indicate the location of those documents and the contact person including telephone number and extension number of the person.

2. Performance Standards: The selection will be based on cost and availability of staff to provide the required services in the specified time frame. Delivery of services must also be considered in the evaluation. The criteria must not include experience of the firm/individuals because these Consultants have been already qualified under the original evaluation of the Master Agreement.

3. The Requestor must provide copies of all documentation to the Purchasing Division/Contracts Section including:

- request for scope of work and fee proposal;
- originals of the Consultants submittals;
- evaluation criteria documents; if the Committee meets to discuss submittals and determine selection, the meeting must be posted in a public place in accordance with the Sunshine Law.
- recommendation for award (work order request form).

7-4. Work Order Approval processes for Professional and Consultant Services:

1. Processes for professional services defined under Florida Statutes – CCNA

a. For a study activity when the fee is less than TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) or for a construction project the basic construction cost of which is estimated to be less than TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) or as defined under the Florida Statutes. Directors or designee with the assistance of the Purchasing and Contracts Division may select a consultant based on their expertise, compensation and scope of services without publicly advertising the project. However, a competitive environment shall be utilized unless there is a time or quality constraint that can be documented by the Department Director.

b. For a study activity when the fee is over TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) or for a construction project the basic construction cost of which is estimated to be over TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00) or as defined under the Florida Statutes. The process for Professional Services solicitation must be followed. The process is defined in the Purchasing Code, Article V, Professional Services (CCNA) or Florida Statutes, Chapter 287.055.

1) Master Agreements:

a) Master Agreements with one consultant – The Contracts Supervisor regardless of the cumulative dollar amount will execute work orders and the cumulative dollars for all work orders under the Master Agreement shall not exceed the dollar amount approved by the Board of County Commissioners during the award process or renewal process.

b) Master Agreement with Multiple Consultants – User Department must request Technical and Cost Proposals from all approved consultants in accordance with the Purchasing Procedures. If the cumulative amount of the work order is over \$50,000.00, the work order shall be approved by the Board of County Commissioners and executed by the County Manager. If the work order does not require Board approval, the work order will be executed by the Contracts Supervisor. The cumulative dollars for all work orders shall not exceed the dollar amount approved by the Board of County Commissioners during the award process. If the work order is less than \$5,000.00, quotes are not needed. User Department(s) can select the consultant from the approved list on a rotating basis.

2) For Project Specific Master Agreements:

a) No Work Order needed. One contract will be issued for the project with specific and detailed Scope of Services.

2. Processes for services other than those professional services defined under Florida Statutes – Non-CCNA Consultant Services

- a) Compensation up to \$25,000.00 - Quotes will be required when appropriate. User Department(s) must identify the scope of work, completion time, dollar amount and account number(s) and submit to Purchasing.
- b) Compensation over \$25,000.00 - The process for Source Selection and Contract Formation must be followed. The process is defined in the Purchasing Administrative Code, Article II.

1) Master Agreements:

a) Master Agreements with one consultant - User Department must submit a request for work order form containing all pertinent information. Additional information may be required by Purchasing and Contracts Division. The Contracts Supervisor regardless of the cumulative dollar amount will execute work orders and the cumulative dollars for all work orders under the Master Agreement shall not exceed the dollar amount approved by the

Board of County Commissioners during the award process or renewal process.

- b) Master Agreement with Multiple Consultants - User Department must request Technical and Cost Proposals from all approved consultants in accordance with the Purchasing Procedures. If the work order is over \$50,000.00, the work order shall be approved by the Board of County Commissioners and executed by the County Manager. If the cumulative amount of the work order is less than \$50,000.00, the work order will be executed by the Contracts Supervisor. The cumulative dollars for all work orders shall not exceed the dollar amount approved by the Board of County Commissioners during the award process. If the work order is less than \$5,000.00, quotes are not needed, and user Department(s) can select the consultant from the approved list on a rotating basis.

2) For Project Specific Master Agreements:

- a) No Work Order needed. One contract will be issued for the project with specific and detailed Scope of Services.

Article VIII - Amendments

8-1. PROCESS:

The User Department must submit a completed Amendment Request Form. The request must include a revised scope of services including the tasks being eliminated or added, the revised compensation amount and the additional time for completion, if applicable. It is the responsibility of Contracts staff to verify the information received is correct and applicable for the action and ensure that the request is in accordance to the contract.

When the request affects compensation, the compensation schedule must be compared with the compensation schedule approved during the award process and to the dollar amount approved by the Board.

Once the information is confirmed and verified, an Amendment number must be assigned by utilizing the Contract Management System. The Contracts staff processing the request must complete the approval process by filling out the "For Purchasing Use" section in the Work Order request form. The information consists of the following:

- Purchasing Review for Compliance (date);
- Action needed/Assignment;
- Signature authority.

Once the approval processed is completed, the following steps are applicable:

- The Contract personnel must prepare a memorandum with all pertinent information and send the request to the County Attorney's Office for preparation. The request must accompanied by the previous amendment, if any, or copy of the Agreement date, revised scope of services or additional scope; compensation information and the revised dollar amount and signature authority for action.
- The Amendment must be entered into the Tracking document and must be filed accordingly.
- Once the document is received from the County Attorney's Office, Contracts personnel must verify that the information is correct and that the document contains no errors. The Amendment is sent to Consultant for signature and attestations.
- Once the Amendment is received from the Consultant, the document is routed for signature through the proper level of authority, recoded in Commission Records, if applicable, sent to Finance to encumber the funds and distributed to all parties involved. The original certified copy is sent to the Consultant.
- At the end of each of these tasks, the Tracking documents must be updated.

Article IX – Contract Administration and Closeout

9-1. Contract Administration Procedure

The procedure for Contract Administration establishes responsibilities for the initiation, processing, execution and monitoring of contracts entered into by the County and in compliance with the Purchasing Code, Article III.

1. Responsibilities of the Project Manager – User Department/Division:

The Project Manager manages, supervises the planning and coordinates the project with the divisions within the Department and with other regulatory agencies having jurisdiction over the project, if applicable. The Project Manager is responsible for providing management system documentation in the form of progress reports and ensuring that project milestones are accomplished within specified time and budgetary constraints. The Project Manager is permitted latitude for independent judgment and decision in the resolution of a broad range

of issues involving project management. This delegation must be in accordance to Division/Departments policies and procedures. The Project Manager is responsible for submitting proper documentation to the different levels of authority to ensure compliance with the following:

- a. That sufficient funds have been appropriated and are available for the purpose of the contract as well as other budgetary considerations. Supplemental funds for contract costs shall be considered if funding deficiencies exist and the County is committed to providing the service. Coordination with accounting personnel is required for financial information.
- b. A description of services to be provided, including specific contract objectives.
- c. The estimated cost establish by the Division or outside Consultant
- d. Ensure that all applicable permits are obtained and in order for the project to continue without delays.
- e. Ensure that any discrepancies in the contract compliance is documented and maintained in the contract file. Any issues involving the performance of Contractor/Consultant or the adherence to contractual terms, the Project Manager must notify the Purchasing and Contracts personnel.
- f. Review invoices for payment, verify accuracy and submit to Accounting personnel within the Division/Department and County Finance for payment. The payment request must include required documentation according to the contract terms and conditions.
- g. Submit to the level of approval within the Division/Department the closeout documents in accordance to the Agreement. The closeout documents must include all proper documentation as required for approval and final payment and in accordance to Section 9-2. Once the documents are processed and approved, submit to the Purchasing and Contracts Division for execution.
- h. Involve Purchasing and Contracts Division in any meeting on an as needed basis relative to the contract.
- i. Insure compliance with the County Code, policies and procedures.

The information required for the initiation of a project in the Purchasing and Contracts Division is summarized, but not limited to the following:

- Project Name
- Scope of Services
- Schedule for the Project
- Evaluation Committee members and Criteria for the evaluation of the proposals
- Preliminary Project costs or use
- Financial Information
- Approval authority
- Information regarding permits, etc,
- Minimum requirements
- Liquidated damages for construction projects
- Any specific requirements applicable to the project
- Engineer of record for construction projects
- Construction, engineering and inspection firm for construction projects.

Departments/ Divisions will have an accurate account of encumbered contract amounts and the contract balance.

Responsibilities of the Project Manager related to Change Orders, Amendments and Work Orders:

- Initiate action for required changes to the scope of work or changes for time. Secure proper signature approval of all applicable actions related to the Agreement such as amendments, change orders, work orders. The Work Order Request Form or the Amendment Request Form must be utilized to request the action. The form must be properly executed.

Submit the request to Purchasing and Contracts Division for execution.

2. Responsibilities of the Purchasing and Contracts Division:

To guide and assist the Departments/Divisions through the contract process. The Contracts personnel will be the designated liaison. Responsibilities include but are not limited to the following:

- a) Maintain a Contract Information System that reflects the status of contracts. The Contract Information System will provide contract information that will be sufficient to allow informed decision making from a Countywide perspective.
- b) Promote consistency in format and terminology for contract documents.
- c) Assist in the development of specifications, processing of contracts and the monitoring of contracts by interfacing with the Department's Project Manager and those responsible for the technical aspects of the contract as applicable.

- d) Coordinate with Departments for the scheduling of contracts, change orders, amendments and encumbering of funds as applicable.
 - e) Ensure that all applicable insurance and bonds are obtained prior to award and are in compliance according to the terms and conditions of the Agreement. Responsible for obtaining approval from the Risk Management Office and County Attorney's Office for deviations of Contract language.
 - f) Determine the level of approval signature authority and process documents accordingly. The level of approval must be in accordance to the Purchasing Code.
 - g) Coordinate and participate in contract negotiations.
3. Responsibility of Risk Management Office:

To determine the adequate limits and types of insurance and bonds for Contracts. Responsibilities include but are not limited to the following:

- a) Review initial submittals of insurance and bonds to ensure that coverages, amounts, and firms meet the County's requirements. Ensure continued insurance coverage after award.
 - b) Ensure that risk transfers are utilized as warranted.
 - c) Determine if "loss preventable" exposures are being created.
4. Responsibilities of the County Attorney's Office:
- a) Prepare all contracts for all projects as needed for County operations and as requested by the Purchasing and Contracts Division.
 - b) Review all contracts to ensure their legality with respect to form and compliance with applicable laws.
 - c) Provide comments regarding the ramification of certain contractual situations. Provide any legal opinion or representation as needed throughout the course of the contract.
 - d) Participate in contract negotiations as required.
 - e) Coordinate efforts to obtain contract compliance whenever notified by the Purchasing and Contracts Division of an apparent irresolvable breach of contract.

5. Responsibilities of the Finance Department:

- a) Review requisitions to ensure accounting data complies with the County's budget and GASB-34 requirements.
- b) Review the terms and conditions of contracts to ensure invoices are in compliance with the contracts prior to payment.

- c) Payment verification, which involves a review of the Contract, signature authorization and verification of mathematical accuracy.
- d) Issue payment and record in the Financial System.

The Purchasing and Contracts Division will request the appropriate documents from the County Attorney's Office and forward the documents for execution. Should the action require Board approval, the Purchasing and Contracts Division will place it on the next available Board Agenda.

Certified copies of the documents will be distributed to the user Requestor, Accounting Staff, Consultants/Contractors, Commission Records Office, County Attorney's Office and Finance Department. A copy will be retained in the Project File located in the Purchasing and Contracts Division.

9-2. Contract Closeout Procedures:

- a) A project is ready to be closed out when:
 - 1. All work has been completed
 - 2. All disputes have been settled
 - 3. All inspections have been complete
- b) The project closeout must be approved by the Board of County Commissioners. The Purchasing and Contracts Office will be responsible for obtaining Board approval for the project close out. The close out documents consists of the following:
 - 1. Final payment Request Form
 - 2. Date of Completion
 - 3. Date of Final Completion
 - 4. Affidavit of Completion from the Contractor
 - 5. Performance and Payment Bonds
 - 6. Releases from sub-contractors and material men
 - 7. Final Release of Lien

These forms are available through the Purchasing and Contracts Division Web Site.

Article X – Construction Contracting

10-1. Construction Package:

- a) The Bidding Documents shall be liberally construed to assure protections and benefits to the public. The Bidding Documents are intended to assure Bidders fair and equitable treatment; however, the Bidding Documents shall not be construed to create property interests benefiting Bidders as a

result of the procedural safeguards established to benefit the public. The Project Manager is responsible for submitting Purchasing and Contracts Division all documents required for the Bidding Process. The Project Request Form is available through the Purchasing and Contracts Division website. Some of those documents include, but are not limited to:

1. The scope of work, including technical specifications, drawings and other relevant data;
 2. The contract schedule;
 3. Information about site conditions, such as soil and geology reports;
 4. Applicable laws and regulations.
 5. Financial Information related to the project.
- b) Once the information is compiled, the Project Manager and outside Consultant(s), if applicable meet with Contracts personnel to schedule the timeline for the project and to ensure all documents are correct and the project is ready for advertisement.
- c) Depending on estimated construction costs, the type of construction contract will determine the Contractor selection method. Florida Statutes, Chapter 255, Section 255.20 sets forth the thresholds for obtaining competition. Specifically:
1. Formal Solicitation – For construction projects, the estimated cost of which is over \$200 thousand and electrical work the estimated cost of which is over \$50 thousand, the County must competitively award the project through a formal solicitation. The Contractor submitting the lowest, responsible, responsive bid is selected.
 2. Informal Bidding – For construction projects the estimated cost of which is \$200 thousand or less and for electrical work the estimated cost of which is \$50 thousand or less, the County will invite at least three contractors to submit quotes and the Contractor submitting the lowest, responsible, responsive quote is selected. Invited Contractors are selected from the County's Vendor registration list or previous Contractors with good standing with the County. This method is also utilized when dealing with the selection of a Contractor for specific Work Orders under a Master Agreement.
 3. Negotiated selection – If it is determined to be in the best interest of the County and approved by the proper level of authority, the County may select a single Contractor and negotiate a price for the required services.
 4. The threshold amounts of \$200 thousand for construction and \$50 thousand for electrical work must be adjusted annually in accordance with the provisions of F.S. 255.20 (2).

Once the project is advertised, all questions about the meaning or intent of the Contract Documents shall be submitted to the County Purchasing and Contracts personnel. Contracts personnel will submit questions to the Project Manager for action and the answers will be provided back to Contracts personnel. Should revisions to the RFP documents become necessary; the Contracts personnel will post addenda information on the County's Web Site. Because the contract and its documents will change over the course of the project, it is important that Project Manager and Contracts personnel take note of these changes and maintain a project file with all pertinent information.

The County has developed baseline documents for construction projects. These documents establish clear boundaries between the County and the Contractor and they are written to address the current requirements of typical construction projects for both new projects and alterations. However, the County is committed to the ongoing improvement of its documents to meet changes resulting from government regulations, legislation, insurance and user expertise. These changes must be coordinated with the Contracts personnel and for incorporation in the construction documents. Contracts personnel will ensure approval from the appropriate Department/Division. The County and its Consultants have a common goal of successfully complete the project by meeting time, cost and quality requirements.

- d) There are different types of procurement methods for construction projects. The solicitation may combine several types into one (such as a 2-step selection process and an incentive arrangement):

1. Design – Bid – Build; Conventional method.

- The County will contract with Consultant to develop the technical specifications and drawings and the County will solicit Bids following the procurement process.

2. 2-Step Process.

- This method allows the County to narrow list of Bidders to the most qualified contractors for a specific project based on relative experience, staffing, financial status, current workload, past and present litigation, licenses, etc. Only those contractors that are short-listed are invited to submit bid to the County. The basis of award for step 2 is to the low responsive/responsible bidder.

3. Construction Management at Risk (CMR).

- The selection of the successful contractor under this process is based upon a competitive qualification procedure, and is allowed under Florida Statutes 255.20. The CMR negotiates a Guaranteed Maximum Price (GMP), which includes the fee. The CMR is responsible for directing and coordinating the entire project including bidding out all subcontract requirements that the CMR's own workforce does not perform. The GMP is the

most the CMR can receive for constructing the scope of work negotiated. If the cost for the project comes in less than the GMP, depending on how the contract is written, either the balance of the GMP reverts back to the County or is shared with the CMR. Unless there is a scope change required by the County, any cost overruns are to the CMR's account. If the construction is completed earlier than scheduled, and if the contract language is so structured, the CMR only collects his fee prorated to the completion time.

e) Alternative Bidding/Contracting Methods Analysis.

- The following is a detailed description of alternative contracting methods:

1. Incentive /Disincentive (I/D) Provisions for Early completion.

- Definition: I/D provisions for early completion are intended to motivate the contractor to complete the work on or ahead of schedule. They compensate the contractor a daily amount for completing the work ahead of the I/D completion date or assess a daily amount for finishing later than the I/D completion date. The daily I/D amount is based on Road User Costs (RUC), which is the estimated cost of interference and inconvenience to the highway user during construction.
- Objective: Time Savings: I/D provisions for early completion are designed to minimize impacts to highway users during construction by motivating contractors to complete a project on or before a specified I/D completion date.
- Project Types: The I/D provisions apply to major highway reconstruction projects.
- Criteria for Selection: I/D provisions are used for projects when:
 - Traffic restrictions, lane closures, or detours result in high RUC.
 - The project is relatively free of third **party utility** conflicts and design uncertainties.
 - The I/D amount results in a favorable cost/benefit ratio to the traveling public. The benefit to the highway user exceeds the I/D amount, and this amount is enough to motivate a contractor to accelerate.
 - The agency has the ability to estimate the I/D time based on expedited production rates for similar work, historical records, or CPM scheduling.

- Parameters of Comparison:
 - Quality: Though I/D provisions cause additional pressures on agencies and contractors, findings do not conclude that the quality of the end project is impacted positively or negatively.
 - Bid Cost: prices and project costs may be higher. The value of time saved should reduce this impact, but is not factored into the analysis of costs.
 - Time: I/D provisions result in significant time savings.
 - Risk: I/D provisions increase the risk to the County if I/D time are inaccurate or changes and coordination problems occur, and increase the risk to the contractor who is forced to accelerate an already accelerated project. Agencies and contractors both cite utility coordination as one of the biggest problems in using contracting provisions to expedite time. Many Owners have no legal basis to force utilities to meet deadlines.

2. A + B Bidding

- Definition: A + B Bidding, a cost-plus-time bidding procedure, selects the low bidder based on a monetary combination of the contract bid items (A) and the time (B) needed to complete the project.
- Formula: Bid amount for evaluation = $A + (B \times \text{RUC})$
- Where: A = bidder's estimate of contract bid items (\$).
B = bidder's estimate of time (days)
RUC = road user costs (\$/day)

The RUC is a calculated dollar amount reflecting the additional estimated costs incurred by the public traveling through or around a highway construction project. RUC generally consist of delay costs, vehicle operating expenses, and accident costs.

The award is based on the lowest combined bid using the formula $A + (B \times \text{RUC})$. The contract amount for payment purposes is the A amount only.

- Objective: Time savings at optimal cost: The objective of A +B bidding is to cost effectively reduce the construction duration and minimize the impact of construction on the highway users. The lowest combined bid may not result in the shortest B time. A +B bidding relies on the contractor to provide the optimal combination of cost and time.

- Project Types: A + B bidding with I/D provisions has been used on a wide variety of pavement or bridge projects on existing alignments. The project types are similar to projects using I/D provisions.
- Criteria for Selection: A + B bidding with I/D provisions is selected for a project when:
 - Traffic restrictions, lane closures, or detours result in high RUC.
 - Safety concerns or significant impacts to the local community or economy during construction warrant expediting the project.
 - Traffic control phasing can be structured to maximize a contractor's ability to reduce the duration of construction.
 - The project is relatively free of utility conflicts and design uncertainties.
 - It is in the public interest to complete the project as soon as possible, or by a specific completion date, and the agency seeks contractor expertise to facilitate an earlier completion.
- Parameters of Comparison:
- Quality: The use of A + B bidding has not appeared to substantially affect quality compared to conventional contracting methods.
- Cost: Historical cost data indicates that bid prices and other project costs may be higher for A + B projects compared to conventional projects, especially when first implemented. However, if the estimated savings to the highway user is factored into the analysis, A+ B bidding is potentially cost-effective for selected highway projects.
- Time: A +B bidding significantly reduces contract time.
- Risk:
 - As in the case of I/D projects, utility coordination is one of the biggest problems in using contracting methods to expedite time. Many Owners have no legal basis to force utility companies to meet deadlines.
 - A + B bidding shifts more responsibility and risk for estimating time to the contractor. As a result, the owner may incur higher bid prices reflecting the more aggressive schedule and the contractor may be more likely to assert claims for delays.
 - By specifying a maximum B duration, generally based on

normal production rates, the agency ensures that the bids will reflect reasonable time frames and result in a time savings. Some owners recommend specifying a minimum B duration to avoid excessively low bids.

- The use of A + B bidding with I/D provisions increases the County 's risk - paying incentives without realizing a time savings - if the project delay is not caused by the contractor.

3. Design -Build

- Definition: A single entity provides design, construction and inspection through a single contract between the agency and the design-build (D/B) contractor. Must comply with Florida Statutes regulations.
- Objective:
 - Assign design and construction to a single party, allowing some construction work to begin before the final design details are completed.
 - Provides singular responsibility -single point of contact for quality, cost, and schedule.
 - Reduces or eliminates change orders and claims due to 'errors and omissions "
- Criteria for Selection: Minor construction projects where:
 - The project has a clearly defined scope, design basis, and performance requirements.
 - The project is free of complicating issues such as utility conflicts, right-of-way acquisition, hazardous materials, and wetlands and environmental concerns, or such issues must be resolved prior to bid.
 - The project has room for innovation in the design-build effort e. g., bridge projects have more room for innovation than overlay projects
- Parameters of Comparison:
 - Quality: No change in quality is reported from the use of design-build compared to conventional projects.
 - Cost: Limited cost data indicates that D/B costs are comparable to costs for similar design bid build projects.
 - Time: D/B results in a significant savings in the overall delivery

time compared to conventional projects. Projects can proceed to construction more quickly.

- Risk:
 - D/B removes the traditional checks and balances found in a design-bid-build delivery system, increasing the potential for confusion over roles and responsibilities.
 - A goal of D/B is to minimize conflicts and design-related change orders. However, if program requirements and the scope of work are not clearly defined, the owner risks design changes or disputes occurring during construction.

4. No Excuses Bonuses

- Definition: No Excuses Bonus (NEB) provision is designed to provide the contractor with a substantial incentive to complete a project within a specified time frame regardless of any problems/unforeseen conditions that might arise.
- Objective: The NEB provision is intended to shorten the construction time that would normally be required to perform the work to meet a particular milestone date.
- Project Types: Major and minor construction projects with particular completion dates.
- Criteria for Selection: The NEB provision can be applied to a wide variety of project types where it is important to complete the project by a particular date (i. e. a major sporting event) or within a specified time frame (#of calendar days once the project begins).
- Parameters of Comparison:
 - Quality: Though NEB provisions cause additional pressures on agencies and contractors, the quality of the end project should not be impacted positively or negatively.
 - Cost: Bid prices and project costs may be higher. The value of time saved should reduce this impact, but is not factored into the analysis of costs.
 - Time: NEB provisions result in significant time savings.

- Risk:
 - o NEB provisions increase the risk to the County if contract time is inaccurate or changes and coordination problems occur, and increase the risk to the contractor who is forced to accelerate an already accelerated project
 - o Agencies and contractors both cite utility coordination as one of the biggest problems in using contracting provisions to expedite time. Many Owners have no legal basis to force utilities to meet deadlines.

Article XI – Protest, Appeals and Remedies

11-1. Bid Protests

Upon receipt of a formal written protest within five business days after the posting date of the award recommendation, the Purchasing and Contracts Manager shall review the letter of protest, and determine whether the protesting party has standing regarding the merit of the protest itself. If the protesting party wishes to appeal the decision, the appeal protest must include a protest bond in order for it to be accepted. The processing of a protest will be in accordance with the Purchasing Code, Article VII.

The Purchasing and Contracts Manager will render a written decision to the protesting party. The Purchasing and Contracts Manager's Decision shall be final and conclusive unless, within five (5) business days from the date of receipt of the decision, the protesting party delivers a written notice of appeal to the Purchasing and Contracts Division.

Once an appeal has been received, the Purchasing and Contracts Division shall schedule a Protest Hearing, and ensure that all concerned parties are contacted and instructed in writing as to the time and date set for the hearing. The appeal committee consisting of the following shall be notified of, and invited to, the protest hearing:

- Purchasing and Contracts Manager
- County Attorney or designee
- County Manager or designee
- User Department Director or Division Manager

A protest hearing shall be held at the time and place as designated. The Purchasing and Contracts Manager shall chair the hearing.

A standard agenda shall be followed and a written determination shall be issued in accordance with the Purchasing Code.

NOTE: In the event a letter of protest is received, the Purchasing and Contracts Division may concur with the protest and immediately revise its recommendation of award (after discussion with the User Department/Division). If a recommendation of award has not yet been determined, the protesting party shall be so notified.

11-2. Vendor Complaints and Disputes

The Report of Unsatisfactory Materials and/or Services is utilized to inform the Purchasing and Contracts Division of any difficulties due to poor service, poor performance, poor quality, or materials which do not meet specification requirements. This form is not to be utilized as an expediting tool.

A properly prepared Report of Unsatisfactory Materials and/or Services must contain the following information:

- a) Purchase Order Number
- b) Term Contract Number (when applicable)
- c) Vendor name, address, and phone number
- d) User Department/Division, contact person, and phone number
- e) Department/Division Head Signature
- f) Brief explanation of **exactly** what the problem is, and why the product or service is unacceptable.
- g) All available documentation shall be attached.

The Report of Unsatisfactory Materials and/or Services shall be forwarded to the Purchasing and Contracts Division, who will forward to the vendor with a cover letter for their response.

The Purchasing and Contracts Division shall notify the User Department/Division as to the vendor's response and any action taken by Purchasing.

The Purchasing and Contracts Division may determine that a meeting should be held to resolve the problem(s). The Purchasing and Contracts Division shall notify the User Department/Division of said meeting, and ensure that a representative of the User Department/Division attends. All reports shall be maintained with the contract file to be utilized in the contract compliance process specified in the Purchasing Code.

Article XII - Purchase and Travel Cards

12-1. General Information

The purchase card program is a delegation of procurement authority by the Purchasing and Contracts Division to the Departments. Each Department Director must control the proper use of his or her Department's cards.

The purchase or travel card is embossed with the employee's name and the words "Seminole County Purchase" or "Seminole County Travel". It has the County's logo on the face of it and has been specifically designed to avoid confusion with personal credit cards.

12-2. Purchase Card Administration

INITIAL ISSUE OF THE PURCHASE CARD: Each Department Director shall determine who in their Department should have a County purchase card. The "Purchase Card Form" is used to apply for a purchase card. The application must be completely filled out and signed by the appropriate Department Director.

- a) Requests that exceed any of the established "Cardholder Controls" must have the County Manager's approval. Provide a rationale for the exception and route the request for the County Manager's signature.
- b) New cardholders will receive training and must sign a "Cardholder Agreement" signifying they understand and accept the responsibility associated with the purchase card.

1. **MAKING CHANGES TO THE PURCHASE CARD:** The "Purchase Card Form" is also used to make changes to the purchase card. Any changes to "Cardholder Controls" will require the Department Director's signature approval. Any change to "Cardholder Controls" that exceed the established amounts must have the County Manager's signature approval. Changes to fields other than "Cardholder Controls" can be made with only the cardholder's and the approving official's signatures.

2. **TRANSFERING THE CARD BETWEEN DEPARTMENTS:** The purchase card cannot be transferred from one Department to another. If an employee moves to a new Department, the losing Department is required to collect the card and close the account. If the employee needs a card in the gaining Department, that Department Director must submit a request.

3. **CLOSING THE CARD ACCOUNT:** If an employee leaves the Department or no longer requires a card, the Department Director is responsible for collecting the purchase card. The card should be cut in half and submitted to the Purchasing and Contracts Division along with the "Purchase Card Form" marked to close the account. The Purchasing and Contracts Division will contract the issuing Bank to close the account.

4. If the card can not be collected from the terminated employee, treat the card as a "Lost or Stolen" card and follow those procedures.
5. LOST OR STOLEN CARDS: If a card is lost or stolen, immediately notify the issuing Bank by calling 800/300-3084. The cardholder must also notify his approving official and the Purchasing and Contracts Division.

12-3. Conditions of Use

Cardholders must observe the "Seminole County Purchase Card Do Not Buy List" which can be found on the Purchasing and Contracts Division's website.

- a) Avoid back orders when possible. If items are back ordered, they must not be billed to the card until shipped.
- b) The Purchasing Card cannot be used to purchase like items totaling over \$10,000 annually without a contractual document.
- c) Use of the purchasing card does not relieve the cardholder from complying with Federal, state and local laws, ordinances, regulations, policies and procedures.
- d) The least expensive item that meets the County's basic needs should be sought.
- e) Cardholders must follow their department's administrative control of funds procedures to ensure that sufficient funds are available prior to making a purchase.
- f) Use of the purchasing card is not intended to replace effective procurement planning which enables volume discounts. The P-Card is primarily the purchasing instrument used for smaller dollar (<\$750.00) items.

12-4. Purchase Transaction Documentation

All purchase transaction fall into one of two categories; face to face (i.e., over the counter) or remote (i.e., telephone, internet or fax).

- a) FACE TO FACE: The cardholder should get a receipt for any face-to-face transaction. The receipt serves to document both the order and receipt of goods/supplies.
- b) REMOTE: The cardholder must document the order when it is placed. For telephone orders, this is done by keeping a log of orders (a phone log). A log entry is not required If the order is documented some other way; such as a fax back confirmation or a web page printout. When the goods are received, the packing slip must be matched to the log (or confirmation) showing the order.

12-5. Preparing Statement for Payment

Monthly statements must be reviewed, substantiated, approved and submitted to County Finance for payment within five days of receipt.

- a) REVIEW: The cardholder shall review the statement for correctness. Ensure all charges are legitimate and no sales tax was charged.
- b) SUBSTANTIATE: Each transaction should be documented either with a receipt or with a log and packing slip. Provide account numbers for each transaction. The cardholder will sign the statement certifying it for payment.
- c) APPROVE: The Approving Official (usually the cardholder's immediate supervisor) shall review each transaction and check all documentation. Any errors, sales tax issues or questionable purchases must be resolved before submitting to Finance. The Approving Official's signature on the statement certifies all transactions as legitimate expenditures of County funds.
- d) MISSING DOCUMENTATION: The cardholder is responsible for providing required documentation. If a receipt is lost, attempt to obtain a duplicate. If a duplicate cannot be obtained, prepare a statement that includes all the information normally found on the receipt and a brief explanation for the lost documentation. Continual abuse may result in loss of the card and disciplinary action.
- e) DISPUTED CHARGES: If the cardholder questions a charge on the statement, the cardholder shall contact the vendor directly and attempt to reach resolution. If the cardholder reaches an agreement with the vendor, there is no dispute. If the vendor refuses to acknowledge the error or will not issue a credit, the cardholder must fill out the issuing bank's "Purchase Card Disputed Charge Form" and send it to the Purchase Card Program Manager. The bank will then adjudicate the disputed charge.

12-6. Travel Card Administration

- a) INITIAL ISSUE OF THE TRAVEL CARD: Use the "Travel Card Form" to request a County travel card. Department Directors shall determine who in their Department should have a travel card. On average, individuals issued a County travel card should make two official trips per year.
 - 1. Every application for a County travel card must be completely filled out, signed by the appropriate Department Director and approved by the County Manager.
 - 2. New cardholders will receive training and must sign a "Cardholder Agreement" signifying they understand and accept the responsibility for the travel card.
- b) Department Directors shall hold travel cards and only issue them to

cardholders when required for official County travel. Directors shall keep a log showing when the card was checked out, when it was returned, the destination and reason for the trip, and their approval of the card's use.

- c) All other aspects of travel card administration are substantially the same as for the purchase card (see 12.2 above).

Article XIII – Personal Property

13-1. Records and Controls

Property control entails tracking, compiling and maintaining an inventory of all tangible personal property with original cost or value of \$750.00 or more, with a normal life expectancy of one (1) year or more, which is not fixed in place, not part of a structure or facility and is practicable to identify by marking. Property control records are set up to comply with Florida Statutes 274.02 and the Rules of the Auditor General.

13-2. Objectives of Fixed Asset Control

- a) Fix Accountability so losses due to negligence or theft are kept to a minimum.
- b) Provide a basis for insurance claims.
- c) Equipment replacement schedules can be established
- d) Identify surpluses and shortages to facilitate transfers between Departments.

13-3. Fixed Asset Control Procedures

- a) The Personal Property Administrator receives a copy of each purchase order issued, and determines which item(s) are capital items that must be tagged and included on the inventory.
- b) The ordering (receiving) Department must notify the Personal Property Administrator when an item is received so proper identification may be affixed, and records can be updated.
- c) Equipment is assigned a permanent BCC identification number, and is physically tagged or otherwise marked by the Personal Property Administrator.
- d) Records are entered and maintained for each item, and include the following information:

1. Property Item Number (BCC #)
 2. Item Description
 3. Serial Number
 4. Make and Model
 5. Account number
 6. Location and Custodian
 7. Payment Information: Vendor name, P.O. Number and Date of purchase
 8. Purchase Price
 9. Date of last inventory
- e) Much of the above information is provided by the Property Records copy of the purchase order. Additional information is obtained upon physical tagging of the equipment and through communication with the vendor and the custodian.
- f) Each Department is responsible for taking an annual Inventory of personal property in their custody.

13-4. Surplus Tangible Personal Property

All personal property that is obsolete, excess, or no longer needed by the owning Department/Division, to include vehicles, equipment, desks, chairs, tables, office equipment, etc., are to be reported to the Purchasing and Contracts Division for disposition.

Library materials and books are exempt from this procedure in accordance with the Materials Selection Policy as approved by the Board on February 5, 1985.

a) Responsibility:

1. Each Department is responsible for notifying the Purchasing and Contracts Division when any tangible personal property is surplus to their needs. Items (with the exception of computer/data processing equipment and rolling stock) must be listed on a Request to Transfer/Declare Surplus form and submitted to the Purchasing and Contracts Division.
2. The Purchasing and Contracts Division is responsible for disposing of the personal property. Purchasing may survey to determine if another Department can use the property.

b) Transfer of Surplus Personal Property:

1. The Request to Transfer/Declare Surplus Form requires both the transferring and receiving Department Director's signatures. Forward the completed form to the Purchasing and Contracts Division, who will verify ownership, description, and BCC# of equipment. Upon approval of the Purchasing and Contracts Manager or designee, the computerized inventory will be updated, finalizing the transfer.
2. The Information Services Division must approve the transfer of data processing equipment. The Request to Transfer Surplus Data Processing Equipment form, created expressly for this purpose, must be completed by the Information Services Division and forwarded to Purchasing. Upon approval of the Purchasing and Contracts Manager or designee, the computerized inventory will be updated, indicating the transfer.
3. Surplus data processing equipment (computer equipment) which was transferred from another Department/Division after replacement of the unit, cannot be used as justification as a budget replacement item.

c) Disposition of Surplus Personal Property.

1. Non-capital items such as broken chairs, tables, calculators, desk accessories, forms books, tools, which are considered as "junk", may be disposed of via the landfill or trash by the individual department(s).
2. Capital items that have BCC numbers can be disposed of as follows:
 - 1) Property with no salvage value. Memorandum addressed to the Purchasing Manager, signed by the Department Director and containing the inventory number (BCC#), description, condition and recommended disposal method (i.e. landfill disposal) of each piece of equipment. Once the memorandum is approved, the requesting Department must pay transportation and disposal costs or arrange via Public Works or Sheriff's Department (trustees).
 - 2) Property with salvage value will be disposed of in the best interest of the County and as allowed by Florida Statute 274.05.

Article XIV – Real Property

14-1. Real Property

- a) The Administrative Services Department is responsible for the sale or purchase of real property for the County. All offers to sell or purchase County real estate shall be forwarded to the Administrative Services Department.

- b) Surplus Real Property will be disposed of in accordance with applicable Florida Statutes. At the request of the Administrative Services Department, the Purchasing and Contracts Division will advertise for bids on County owned surplus real property.
1. The Purchasing and Contracts Division's responsibility is limited to the bid process. Once a successful bidder has been selected and the sales contract has been signed, the entire package (including any bid bond) will be turned over to Administrative Services.
 2. Administrative Services will coordinate the real estate closing through the County Attorney's office.